

deemed to be given when sent, provided that dao-

lawfirm.eth does not have reason to believe that such notice was not delivered.

(b) Further Assurances. Each Member agrees to perform all further acts and to execute, acknowledge, and deliver any document (including tax forms and information) that may reasonably be necessary to carry out the provisions of this Agreement.

(c) Interpretation. Unless otherwise indicated to the contrary herein by the context or use thereof the words, "herein," "hereto," "hereof," and similar language refer to this Agreement as a whole and not to any particular section or paragraph within the Agreement; words referring to the masculine gender shall include the feminine and neutral genders, and vice versa; and words referring to the singular shall include the plural, and vice versa; plural forms of singular defined terms shall have corresponding meanings and singular forms of plural defined terms shall have corresponding meanings; the section headings contained in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement; references to statutes or regulations include amendments and successor or replacement statutes or regulations.

(d) Severability. If any term or provision of this Agreement or any application of this Agreement shall be declared or held invalid, illegal, or unenforceable, in whole or in part, whether generally or in any particular jurisdiction, such provision shall be deemed amended to the extent, but only to the extent, necessary to cure such an invalidity, illegality, or unenforceability, and the validity, legality, and enforceability of the remaining provisions, both generally and in every other jurisdiction, shall not in any way be affected or impaired thereby.

(e) Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, permitted assigns





(f) Creditors. None of the provisions of this Agreement shall be for the benefit of, or enforceable by, any creditor of any Member or of the DAO. No creditor who makes a loan to the DAO may have or acquire, as a result of making the loan, any direct or indirect interest in the DAO's property.

(g) Waiver. Any term or condition of this Agreement may be waived at any time by the party or parties entitled to the benefit thereof, but only by a writing signed by the party or parties waiving such term or condition. No waiver of any provision of this Agreement or of any right or benefit arising hereunder shall be deemed to constitute or shall constitute a waiver of any other provision of this Agreement (whether similar or not), nor shall any such waiver constitute a continuing waiver, unless otherwise expressly so provided in writing.

(h) Waiver of Partition; No Bill for DAO Accounting. Each Member hereby irrevocably waives any and all rights that it may have to maintain an action for partition of any of the DAO's property. Each Member covenants that it shall not file a bill for DAO accounting.

(i) Limitation of Liability. Except for any remedies that cannot be excluded or limited by law, no Person, or its agent, Affiliate, assigns, heirs, or other successors in interest, will be liable under this Agreement to another Person, or that party's agent, Affiliate, assigns, heirs, or other successors in interest, or other third party, for any special, reliance, punitive, indirect, incidental, or consequential damages or lost or imputed profits, lost data, lost property, or any costs and fees. This limitation of liability may not be valid in some jurisdictions. Parties to this Agreement may have rights that cannot be waived under some laws. The DAO and its Members do not seek to limit the DAO's or Members' warranties or remedies to any extent not permitted by law.

TO THE FULL EXTENT PROVIDED BY LAW, IN NO EVENT SHALL THE DAO OR ITS MEMBERS BE LIABLE FOR ANY LOSS OF PROFITS,

REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER OR NOT THE DAO OR ITS MEMBERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE DAO, ON ANY THEORY OF LIABILITY, RESULTING FROM: (a) THE USE OR INABILITY TO USE THE DAO DAPP; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED; OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH THE DAO DAPP; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY IN THE DAO; OR (e) ANY OTHER MATTER RELATED TO THE DAO DAPP, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

(j) Governing Law; Jurisdiction; Venue.

Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all of the terms and provisions hereof shall be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to the principles of choice or conflicts of laws thereof that would require that this Agreement be governed by the laws of another state. Each of the parties hereto consents and agrees to the exclusive personal jurisdiction of any state or federal court sitting in Delaware, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein, and agrees that any dispute concerning the conduct of any party in connection with this Agreement shall be heard only in the courts described above.

(k) Arbitration. In consideration of the promises in this agreement, the parties agree that any and



all controversies, claims, or disputes with anyone (including the DAO and any employee, officer, director, shareholder or benefit plan of the company in their capacity as such or otherwise) arising out of, relating to, or resulting from this Agreement, shall be subject to binding arbitration under the arbitration rules set forth in Delaware law and thereby agrees to waive any right to a trial by jury, include any statutory claims under state or federal law, including, but not limited to, claims under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act, the Worker Adjustment and Retraining Notification Act, discrimination or wrongful termination and any statutory claims. The parties further understand that this Agreement to Arbitrate also applies to any disputes that the DAO may have with a Member.

(1) Procedure. The parties agree that any arbitration will be administered by the American Arbitration Association ("AAA") and that the neutral arbitrator will be selected in a manner consistent with its national rules for the resolution of employment disputes. The parties agree that the Arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication and motions to dismiss and demurrers, prior to any arbitration hearing. The parties also agree that the arbitrator shall have the power to award any remedies, including attorneys' fees and costs, available under applicable law. The parties understand that they shall share equally in paying for the administrative or hearing fees charged by the arbitrator or AAA. The parties agree that the Arbitrator shall administer and conduct any arbitration in a manner consistent with the rules and that to the extent that the AAA's national rules for the resolution of employment disputes conflict with the rules, the rules shall take precedence. The parties agree that the decision of the Arbitrator shall be in writing.





(m) Covenant Not to Sue. The Members hereby agree and understand that by signing this agreement they hereby waive any right to sue other Members or the DAO for any reason and at any time. In the event that a Member attempts to file suit against either another Member or the DAO, that Member's ownership interest shall be cancelled and he shall be refunded any money or other assets he personally contributed to the DAO, but shall not be entitled to any increase in value or other profit earned by the DAO. Solely the Service Provider shall be empowered to determine if a Member is entitled to any other remuneration upon the cancellation of his ownership interest. Consistent with Section 6, the Service Provider is solely authorized and empowered to make such a determination, and there is no right of appeal or other objection to the determination of the Service Provider. The DAO, Members and the Service Provider covenant that under no conditions will any party or any affiliate file any action against the other (except requests for injunctive or other equitable relief only) in any forum, but instead agree to resolve any disagreement regarding the implementation of the Agreement or an alleged breach by a party by mandatory arbitration. The parties further choose to use Washington Arbitration and Mediation Services ("WAMS") in Seattle, Washington, as the agreed arbitrator in this matter. Each party may request arbitration of any dispute by sending notice to the other party, in writing, of the demand for arbitration.

In the event of any arbitration of a dispute between the parties, the DAO agrees to pre-pay, after any reasonable and legitimate threat of arbitration has been received, \$500,000.00 (half-million, \$500,000.00 USD) to the Service Provider or to the affiliate's choice. Following arbitration, the arbitrator may award attorney's fees to the prevailing party, including the reimbursement of any attorney's fees that were pre-paid in the dispute.

(n) Entire Agreement. This Agreement (including the exhibits hereto) supersedes any and all other understandings and agreements, either oral or in writing, among the parties with respect to the

subject matter hereof and constitutes the sole agreement among the parties with respect thereto,

including but not limited to the Original Agreement.

(o) Amendment. This Agreement may not be amended, modified, or revoked, in whole or in part, nor may any provisions be waived, except via a vote occurring through the Dapp.

(p) Securities Laws Matters. THE TOKENS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, STATE SECURITIES LAWS, OR THE LAWS OF ANY COUNTRY OUTSIDE THE UNITED STATES. THEY PROVIDE NO RIGHT TO ANY PROFITS OR LOSSES OF THE DAO, NOR IS THERE A REASONABLE EXPECTATION OF PROFIT FROM BUYING OR RECEIVING THE TOKENS. THE TOKENS ONLY PROVIDE THE HOLDER WITH GOVERNANCE RIGHTS THAT ARE SPECIFICALLY LIMITED IN THIS AGREEMENT.

(q) Communication by Electronic Means. Unless otherwise required by law or by agreement, any notice, vote, consent, petition, or other oral or written communication required or permitted can be delivered by electronic means, provided that, in the case where such communication expressly or impliedly requires the signature of the person submitting the communication, means are in place to reasonably assure the authenticity of the signature, including Cryptographic signatures. For the purposes of notice or any communications pertaining to this Agreement, Members may deliver electronic correspondence, *in addition, to other means*, to 0x3fa802d55c2eaebe6333e217323e7f07a2ca92b4@ethereum.email or 0x752515a3A1091b9f1c04416CF79D1F14d2340085@ethereum.email.

(r) Modification of Agreement. The DAO's Authorized Members or Service Provider expressly reserves the right from time to time to amend these Guiding Principals, in the manner now or hereafter permitted by the provisions of the this agreement and these Guiding Principals, whether or not such amendment shall constitute or result in a fundamental change in the purposes or structures of the DAO or in the rights or

structures of the DAO or in the rights or privileges of members or others or in any or all of the foregoing. All rights and privileges of

members or others shall be subject to this reservation. Wherever used in these Guiding Principals with respect to the agreement, the word "amend," "amended," or "amendment" includes and applies to the amendment, alteration, or repeal of any or all provisions of the Guiding Principals or the adoption of new Guiding Principals.

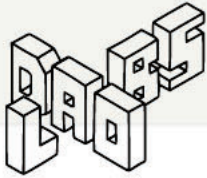


Footnotes

1. The maximum number of
11579208923731619542357098500868790785326998
4665640564039457584007913129639935. [↗](#)
2. Gnosis Multi-Signature Wallet,
[0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6](#).
[↗](#)
3. The DAO is an unincorporated nonprofit association in the State of Delaware. The DAO has been granted a perpetual, non-exclusive, royalty-free license to source code from DAOLABS, LLC. under specific field of use, DAO operations for non-profit Cryptographic governance. [↗](#)

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Next
[tos.md](#)



LEGAL-TOOLS

DAOLABS

Connect Wallet



Terms of Service

Effective Date: August 21, 2022 Last updated: January 8, 2023

_0x3fa802d55c2eaebe6333e217323e7f07a2ca92b4@etherbase.um.email

[_ daolabs.wtf](https://daolabs.wtf)

PLEASE READ THIS TERMS OF SERVICE AGREEMENT CAREFULLY. THIS SITE AND ANY OTHER WEBSITES OF THE DAO, ITS AFFILIATES OR AGENTS IS CONTROLLED BY THE DAO. THESE TERMS OF USE GOVERN THE USE OF THE SITE AND APPLY TO ALL INTERNET USERS VISITING THE SITE. BY ACCESSING OR USING THE SITE IN ANY WAY, INCLUDING USING THE SERVICES AND RESOURCES AVAILABLE OR ENABLED VIA THE SITE (EACH A "SERVICE" AND COLLECTIVELY, THE "SERVICES"). BY CLICKING ON THE "I ACCEPT" BUTTON, COMPLETING THE REGISTRATION PROCESS, AND/OR BROWSING THE SITE, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF SERVICE, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH THE DAO, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS OF USE PERSONALLY OR ON BEHALF OF THE ENTITY YOU HAVE NAMED AS THE USER, AND TO BIND THAT ENTITY TO THE TERMS OF SERVICE. THE TERM "YOU" REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTERED ON THE SITE. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF SERVICE, YOU MAY NOT ACCESS OR USE THIS SITE OR THE SERVICES.

PLEASE BE AWARE THAT SECTION 15 OF THIS AGREEMENT, BELOW, CONTAINS PROVISIONS GOVERNING HOW ANY

Terms of Service

Decentralized, Centralized Applications.

Parties, Notice addresses.

Introduction.

1. By using the Site, you agree to these Terms.

2. Information of a Legal, Accounting, or Tax Matters.

3. Risks Involved in the Use of the Smart Contracts.

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POTENTIAL DISPUTES THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY DISPUTES THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

Decentralized, Centralized Applications.

DAO applications may be accessed at the following URLs: daolabs.wtf, dao-lawfirm.xyz, movement.xyz, juicebox.wtf, treasury.wtf, tiles.wtf and any services used by the DAO, such as Discord, Twitter, Instagram and Github.^[1]

Parties, Notice addresses.

The parties to this agreement are **you** (user of the DAO's decentralized application) and **the DAO**. For the purpose of electronic communication or other electronic notice you may contact the DAO via its Service Provider at dao-lawfirm.xyz or by e-mail at

0x752515a3A1091b9f1c04416CF79D1F14d2340085@ethereu
m.email or
0x5d95baEBB8412AD827287240A5c281E3bB30d27E@ethmail
.cc.

Introduction.

Please read these terms of service ("Terms") carefully. These Terms are between you and the DAO ("DAO," "we," "us," or "our") concerning your use of the **DAO's decentralized application ("Dapp") or websites**, including the sites listed above, other DAO websites, and other websites maintained by the DAO (together the "Site" or "Sites") which may interact with and operate on the Juicebox protocol (the "Juicebox DAO Protocol") currently available

on Ethereum via smart contracts ("Smart Contracts").

These Terms apply to you ("you," or "User") as a user of the Site information made available on the Site.

1. By using the Site, you agree to these Terms.

Certain features on the site may be offered while still in "beta" form ("**Services**"). By accepting these Terms or using the Services, You understand and acknowledge that the Services are being provided as a potentially temporary version and made available on an "as is" or "as available" basis. The Services may contain bugs, errors, and other problems.

You assume all risks and all costs associated with your use of the DAO services, including, without limitation, any internet access fees, back-up expenses, costs incurred for the use of your device and peripherals, and any damage to any equipment, software, information, or data. In addition, we are not obligated to provide any maintenance, technical support, or other support for the Services.

None of the information, services, or materials offered on the Sites constitute, or are intended to constitute, legal, financial, tax, investment, or other advice, and you should not act or refrain from acting based on any information, services, or materials provided on the Sites. All content on the Sites is information of a general nature and does not address the unique circumstances of any particular user. You are strongly urged to consult with your own legal, financial, tax, investment, and other advisors as to all legal, financial, tax, and investment-related questions you have.

You must be able to form a legally binding contract online either as an individual or on behalf of a legal entity. You represent that as a User, you have the legal authority to bind the company or other legal entity on the behalf of which you are acting to these Terms, you are at least 18 years old or the age of majority where



you reside, whichever is older, you can form a legally binding contract online, and you have the full right, power, and authority to enter into and to comply with the obligations under these Terms on your own behalf, or on behalf of the company or other legal entity on the behalf of which you are acting.



PLEASE NOTE THAT THE AGREEMENT IS SUBJECT TO CHANGE BY THE DAO IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, the DAO will make a new copy of the Terms of Service Agreement available at the Site and any new Supplemental Terms will be made available from within, or through, the affected Service on the Site. We will also update the "Last Updated" date at the top of the Terms of Service Agreement. The DAO may require you to provide consent to the updated Agreement in a specified manner before further use of the Site and/ or the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Site and/or the Services. Otherwise, your continued use of the Site and/or Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE SITE TO VIEW THE THEN-CURRENT TERMS.

As a User, you agree to be bound by any changes, variations, or modifications to our terms of service and your continued use of the Site shall constitute acceptance of any such changes, variations, or modifications.

2. Information of a Legal, Accounting, or Tax Matters.

Any legal, financial, or tax comments within the Sites are provided for informational and illustrative purposes only, and are not intended to constitute legal, financial, tax, or other advice. You should not act or refrain from acting based on any information gleaned from any documents, comments, or instructions within the Sites. The DAO does not endorse or make any representation as to the capabilities of any legal or tax professional or advisors within our Sites (or the Internet), and the provision of contact information is not a recommendation that you hire

any such person. Please check with your legal and tax advisors to make the best decisions for your specific circumstances.

3. Risks Involved in the Use of the Smart Contracts.

The DAO protocol runs entirely on publicly accessible smart contracts explained in detail throughout the Juicebox DAO's online documents, currently available at <https://info.juicebox.money>. The Juicebox DAO's protocol is public infrastructure running well-known code. All consequences from interacting with networks running the protocol are borne by the entities or individuals who sign each transaction. The protocol works according to the specifications outlined in these docs to the extent the code is written and deployed correctly, which is a collective responsibility and is not guaranteed. There are major risks that the code is not written and deployed correctly. **Please do your own research.**

4. Source Code Repositories.

(a) No Warranties. The DAO's source code Repository is only a presentation of information regarding certain view points and technologies. The statements contained in the Repository do not provide any advice, representation, warranty, certification, guarantee or promise relating to these technologies, any uses thereof or any of the other matters discussed in the Repository, nor does the Repository provide an offer or agreement to make such technologies available, maintain or update such technologies, or sell or buy any asset or enter into any transaction. You should not rely on the Repository as a basis for making any financial or other decision.

5. Intellectual Property.

The rights granted to you in the Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the DAO's Properties or any portion of the DAO's Properties, including the Site; (b) you shall not frame or utilize framing

Site; (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other DAO Properties (including images, text, page

layout or form) of the DAO; (c) you shall not use any metatags or other "hidden text" using the DAO's name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the DAO's Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained in the Site (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) except as expressly stated herein, no part of the DAO's Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the DAO's Properties. Any future release, update or other addition to the DAO's Properties shall be subject to the Agreement. The DAO, its suppliers and Service Providers reserve all rights not granted in the Agreement. Any unauthorized use of any the DAO's Property terminates the licenses granted by the DAO pursuant to the Agreement.

1. The DAO Properties. Except with respect to Your Content and User Content (**Your/User Content is not in the Definitions section**), you agree that the DAO and its suppliers own all rights, title and interest in the DAO Properties. You will not remove, alter or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying any of the DAO Properties.

2. Your Content. The DAO does not claim ownership



of Your Content. However, when you as a Registered User post or publish Your Content on or in the DAO Properties, you represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display Your Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in Your Content.

3. License to Your Content. Subject to any applicable account settings that you select, you grant the DAO a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display Your Content (in whole or in part) for the purposes of operating and providing the DAO Properties to you and to our other Registered Users. Please remember that other Registered Users may search for, see, use, modify and reproduce any of Your Content that you submit to any “public” area of the DAO Properties. You warrant that the holder of any worldwide intellectual property right, including moral rights, in Your Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not the DAO, are responsible for all of Your Content that you Make Available on or in the DAO Properties. Any Content posted by you in your profile may not contain nudity, violence, sexually explicit, or offensive subject matter as determined by the DAO in its sole discretion. You may not post or submit for print services a photograph of another person without that person’s permission.

6. The Decentralized Application.

The DAO provides access to a Dapp, a decentralized finance application, (“Application”) on the



Ethereum blockchain that allows individuals to contribute Ethereum assets including Ethereum, ERC-20, ERC-721, and other Ethereum-based assets ("**Cryptocurrency Assets**") to the DAO Treasury as contributions. The Application may be configured as to emit project tokens ("**Project Tokens**") which may or may not have utility. The Application spans a front-end application, middleware (including Interplanetary File System metadata, Graph indexers, Blocknative API functions, Infura services, Cloud Functions, etc.) and an array of Ethereum smart contracts – the user is required to authorize the execution of the Smart Contracts when interacting with their wallet at all times.

Using the DAO protocol may require that you pay a fee, such as gas fees on the Ethereum network, to perform a transaction. You acknowledge and agree that the DAO has no control over any transactions completed by Users within the DAO's protocol, or the method of payment of any such transactions or any actual payments of such transactions. Accordingly, you must ensure that you have a sufficient balance of the applicable cryptocurrency tokens stored at your DAO protocol-compatible wallet address ("**Cryptocurrency Wallet**") to complete any such transaction within the DAO protocol or the Ethereum network before initiating such a transaction. The DAO has no duty to aid Users or provide gas fees to Users for any transactions completed within the DAO's protocol.

7. Access to the DAO Application.

Access to the Site is provided on an "AS IS" and "as available" basis only. We do not guarantee that the Site, or any content on it, will always be available or uninterrupted. From time to time, access may be interrupted, suspended, or restricted, including because of a fault, an error, or unforeseen circumstances, or because we are carrying out planned maintenance. With regards to the Sites; We reserve the right to limit the availability of the Site to any person, geographic area or jurisdiction we so desire and/or to terminate your access to and use of the Site, at any time and in our sole and absolute discretion. We may remove or amend the content of the Site at any time. Some of the Site content may be out of

date at any given time and we are under no obligation to update it. We do not guarantee that

the Site, or any content on it, will be free from errors or omissions.

We will not be liable to you for any loss or damage you may suffer as a result of the Site being unavailable at any time for any reason. You must comply with all applicable domestic and international laws, statutes, ordinances and regulations applicable to your use of the Site, and DAO will not be liable for any Users who violate any applicable domestic and international laws pertaining to their use of the Site.

Registering Your Account. In order to access certain features of the DAO's Properties you may be required to become a Member. For purposes of the Agreement, a Member is also a "Registered User", which is a user who has registered an account on the Site ("Account"), and has a valid account on a third party service through which the user has connected to the Site (each such account, a "Third-Party Account").

As a condition to accessing or using the Site, you will:

1. only use the Site in accordance with these Terms;
2. ensure that all information that you provide on the Site is current, complete, and accurate;
3. ensure compliance with all U.S. Securities laws; and
4. maintain the security and confidentiality of access to your Cryptocurrency Wallet address.

You acknowledge that all Content, including DAO Properties, is the sole responsibility of the party from whom such Content originated. This means that you, and not the DAO, are entirely responsible for all Content that **you upload, post, e-mail, transmit or otherwise make available ("Make Available")** through the DAO Properties ("Your Content"), and that you and other Registered Users of DAO Properties, and not DAO, are similarly responsible for all Content that you and they Make Available through the DAO Properties



("User Content").



You acknowledge that the DAO has no obligation to pre-screen Content (including, but not limited to, User Content), although the DAO reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into the Agreement, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content, including without limitation, chat, text, or voice communications. In the event that the DAO pre-screens, refuses or removes any Content, you acknowledge that the DAO will do so for the DAO's benefit, not yours. Without limiting the foregoing, The DAO shall have the right to remove any Content that violates the Agreement or is otherwise objectionable.

As a condition to accessing or using the Site, you will not:

1. Violate any applicable law, including, without limitation, any relevant and applicable anti-money laundering and anti-terrorist financing laws as well as any relevant and applicable privacy and data collection laws, in each case as may be amended;
2. Export, reexport, or transfer, directly or indirectly, any DAO technology in violation of applicable export laws or regulations;
3. Infringe on or misappropriate any contract, intellectual property or other third-party right, or commit a tort while using the Site;
4. Make commercial use of the Site or any of its content without our express written permission;
5. Misrepresent the truthfulness, sourcing or reliability of any content on the Site;
6. Use the Site or its content to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information (known as 'phishing');
7. Use the Site in any manner that could interfere with, disrupt, negatively affect,

or inhibit other users from fully enjoying the Site or the DAO protocol, or that could damage, disable, overburden, or impair the functioning of the Site or the DAO protocol in any manner;

8. Attempt to circumvent any content filtering techniques or security measures that DAO employs on the Site, or attempt to access any service or area of the Site that you are not authorized to access;
9. Use any robot, spider, crawler, scraper, or other automated means or interface not provided by us, to access the Site to extract data;
10. Introduce any malware, virus, trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism or other harmful material into the Site;
11. **Post content or communications on the Site that are, in our sole and absolute discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive, or otherwise objectionable;**
12. Post content on the Site containing unsolicited promotions, commercial messages, or any chain messages or user content designed to deceive or trick the user of the Site; or
13. Encourage or induce any third party to engage in any of the activities prohibited under these Terms.



You acknowledge that the Site and your use of the Site contain certain risks, including, without limitation, the following risks:

1. That any Smart Contracts you interact with are entirely your own responsibility and liability;
2. That at any time, your access to your Cryptocurrency Assets may be suspended or terminated or there may be a delay in your access or use of your Cryptocurrency Assets which may result in the Cryptocurrency Assets diminishing in value or you being unable to

complete a transaction or interact with a Smart Contract; and

3. That the Site and/or application may be suspended or terminated for any or no reason, which may limit your access to your Cryptocurrency Assets.



Accordingly, you expressly agree that:

1. You assume all risks in connection with your access and use of the Site, the DAO Application and the Smart Contracts; and
2. You expressly release the DAO and our contributors, Members, and affiliates, and hold them harmless from and against any and all liability, claims, causes of action, losses, expenses, or damages (whether arising in law or equity, including but not limited to special, consequential, indirect, punitive, and exemplary damages, and including but not limited to economic loss, business disruption, and/or attorney's fees) arising from or in any way related to the Site, the Application, and/or the Smart Contracts. You expressly waive all such claims against the Releases.

Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to the DAO through its suggestion, feedback, wiki, forums (e.g. Discord or Snapshot), or similar pages ("Feedback") is at your own risk and that the DAO has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to the DAO a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights in connection with the operation and maintenance of the DAO Properties and/or the DAO's purpose.

Export control. You may not use, export, import

EXPORT CONTROL. You may not use, export, re-export, or transfer the DAO Dapp except as authorized under U.S. law and the laws of the jurisdiction in

which you obtained the DAO property (Dapp or Site), and any other applicable laws. In particular, but without limitation, the DAO properties may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the DAO Dapp, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the DAO Dapp for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by the DAO are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer DAO Dapp products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

8. Securities Law Matters.

ANY GOVERNANCE TOKENS RECEIVED BY MEMBERS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION, OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON THE MERITS OF THIS OFFERING OR UPON THE ACCURACY OR ADEQUACY OF THIS AGREEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THIS DOCUMENT DOES NOT CONSTITUTE AN OFFER OR SOLICITATION TO ANYONE IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED.

ANY GOVERNANCE TOKENS THAT YOU MAY ACQUIRE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT,

STATE SECURITIES LAWS, OR THE LAWS OF ANY COUNTRY OUTSIDE THE UNITED STATES. THE DAO'S POSITION IS THAT THE DAO'S GOVERNANCE TOKENS SHOULD NOT BE CONSIDERED OR REGARDED AS SECURITIES AS THE PURPOSE OF THE DAO IS TO PROVIDE A BLOCKCHAIN NATIVE TREASURY MANAGEMENT APPLICATION AND THE DAO TOKENS PROVIDE NO RIGHTS TO ANY DISTRIBUTION OR PROFITS, AND ARE NON-TRANSFERABLE AS DETAILED IN THE TERMS OF USE.



"Not an Invitation to Invest or Purchase."

The information contained on the DAO Properties is not an invitation or solicitation to invest in or purchase any cryptocurrency or NFTs or to invest in the shares or other products or services or otherwise deal in these or enter into a contract with the DAO, any cryptocurrency marketplace or any other company. The information provided herein should not be relied upon in connection with any investment decision. No reliance should be placed on any statements, rankings or ratings on the DAO Properties, whether for investment purposes or otherwise.

9. OFAC Compliance.

The U.S. Department of Treasury, through the Office of Foreign Assets Control ("OFAC"), prohibits U.S. companies from engaging in all or certain commercial activities with certain sanctioned countries (each a "Sanctioned Country") and certain individuals, organizations, or entities, including, without limitation, certain "Specially Designated Nationals" ("SDN") listed by OFAC. **If you use the Site, you expressly represent that you are not located in a Sanctioned Country and are not listed as an SDN. If the DAO determines that the Site is being used by prohibited persons, it will take any and all actions to terminate that User's access to the Site.**

10. Third Party Links.

The Site may contain hyperlinks or references to third party websites. Any such hyperlinks or references are provided for your information and convenience only. We have no control over third

party websites and accept no legal responsibility for any content, material, or information contained in them. The display of any hyperlink and reference to any third-party website does not mean that we endorse that third party's website, products, or services. Your use of a third-party site may be governed by the terms and conditions of that third-party site.



11. Privacy Policy.

Certain areas of the Site or Application, including any and all interactions with the Ethereum blockchain, record your Cryptocurrency address and details of the transactions you authorize. You understand that transactions, including parties you transact with, specific Cryptocurrency Assets you hold, including unique ENS domain NFTs, third-party NFTs, the Cryptocurrency address, metadata associated with any Smart Contract such as the executing function, or its arguments (or parameters) will contain aggregate information which *may* identify you personally.

The Ethereum blockchain transactions are not temporary or transient, but are permanently and permissionlessly accessible. The DAO, its contributors, and its affiliates are not engaged in profiling activities whatsoever; however, *any other* third party, including government agencies and/or foreign adversaries, will have unfettered access to all of your transactions on the blockchain forever.

Your authorization of transactions with your Cryptocurrency address, using Cryptocurrency Tokens, will result in the indelible dissemination of information to the Ethereum blockchain. Notwithstanding, the Application handles as little personal information as possible (only your Cryptographic address). The DAO does not retain, have access to, or control any information you provide to the payment vendors with regards to your transacting with the Application (including any payments or transfer of funds); your authorization of any payment or execution of transactions you provide to the site is voluntary, and final.



Additionally, the Sites may employ Fathom Analytics for website traffic analytics, which doesn't use cookies and complies with the GDPR, ePrivacy (including PECR), COPPA and CCPA. The decision to potentially use this privacy-friendly analytics software, was in large part to ensure your IP address is only briefly processed by this 3rd party, and the DAO and the Site have no way of identifying you (aside from the aforementioned indelible entire history of Cryptographic transactions). As per the CCPA, your personal information is de-identified.

The purpose of the DAO potentially using Fathom Analytics is to understand the Application website traffic in the most privacy-friendly way possible so that the DAO can continually improve the Application. The lawful basis as per the GDPR is "Article 6(1)(f); where our legitimate interests are to improve our website and business continually." Additionally, the DAO and its contributors have no interest in collecting this information.

12. Disclaimers; Limitation of Liability.

YOU EXPRESSLY AGREE THAT ACCESS TO AND USE OF THE SITE IS AT YOUR SOLE RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER THE LAWS APPLICABLE TO TERMS OF SERVICE WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NEITHER THE DAO NOR ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, ATTORNEYS, THIRD-PARTY PROVIDERS, DISTRIBUTORS, LICENSEES, LICENSORS, SUCCESSORS, OR ASSIGNS (COLLECTIVELY, "DAO PARTIES") WARRANT THAT THE SITE WILL BE UNINTERRUPTED, BUG-FREE, OR ERROR-FREE, AND NONE OF THE DAO PARTIES WARRANT THAT SMART CONTRACTS ARE MERCHANTABLE, FIT FOR ANY PARTICULAR PURPOSE, AND/OR RECOGNIZED BY ANY PARTICULAR

JURISDICTION(S).

TO THE FULLEST EXTENT PERMITTED BY LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES, LOSSES AND/OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICES UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT AND/OR TORT (INCLUDING NEGLIGENCE). THE DAO PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SITE. YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT THE DAO PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE DAO PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SITE AND OPERATORS OF EXTERNAL WEBSITES, AND THAT THE RISK OF THE SITE AND EXTERNAL WEBSITES AND OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

IN THE EVENT THAT A COURT AND/OR ARBITRATOR(S) OF COMPETENT JURISDICTION HOLDS THAT ANY DAO PARTY IS LIABLE TO YOU (FOR EXAMPLE AND WITHOUT LIMITATION, BECAUSE ANY RELEASE OR WAIVER HEREUNDER IS FOUND TO BE VOID OR OTHERWISE UNENFORCEABLE, OR BECAUSE ANY CLAIMS ARE FOUND TO BE OUTSIDE THE SCOPE OF ANY SUCH RELEASE OR WAIVER), UNDER NO CIRCUMSTANCES WILL ANY OF THE DAO PARTIES BE LIABLE TO YOU IN THE AGGREGATE FOR MORE THAN THE AMOUNT YOU HAVE PAID THE **DAO DIRECTLY ARISING FROM YOUR CONTRIBUTION TO THE DAO** IN THE THIRTY (30) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM, WHETHER SUCH LIABILITY IS BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

We do not guarantee that the Site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programs and platform in order to access the Site. You should use your own virus protection software.

We cannot promise that the use of the Site or any

we cannot promise that the use of the Site, or any content taken from the Site, will not infringe the rights of any third party.

Certain content and materials available on the Site are for informational purposes only and are not intended to address your particular requirements. In particular, the content and materials available on the Site do not constitute any form of advice or recommendation by us, should not be regarded as an offer, solicitation, invitation or recommendation to buy or sell investments, securities or any other financial services and are not intended to be relied upon by you in making any specific investment or other decisions. We recommend that you seek independent advice from your own financial advisors and legal counsel before making any such decision.

Nothing included in the Site constitutes an offer or solicitation to sell, or distribution of, investments and related services by the DAO to anyone in any jurisdiction.

You may only participate with Smart Contracts on the Site by linking your Cryptocurrency Wallet on supported bridge extensions such as MetaMask (currently available at <https://metamask.io/>). MetaMask is an electronic wallet that allows you to purchase, store, and engage in transactions using Ethereum cryptocurrency. Before putting your Cryptocurrency Asset into a Smart Contract, you will be required to download a supported electronic wallet extension and connect and unlock your Cryptocurrency Wallet with that extension.

ALL TRANSACTIONS INITIATED THROUGH OUR SERVICE ARE FACILITATED AND RUN BY THIRD-PARTY ELECTRONIC WALLET EXTENSIONS, AND BY USING OUR SERVICES YOU AGREE THAT YOU ARE GOVERNED BY THE TERMS OF SERVICE AND PRIVACY POLICY FOR THE APPLICABLE EXTENSIONS. FOR METAMASK, THOSE TERMS ARE AVAILABLE AT <https://metamask.io/terms.html> AND <https://metamask.io/privacy.html>.

13. Indemnification.

You agree to indemnify and hold the DAO and its parents, subsidiaries, affiliates, officers, employees, agents, partners, suppliers, and

licensors (each, a "DAO Party" and collectively, the "DAO Parties") harmless from any losses, costs, liabilities, and expenses (including

reasonable attorneys' fees) relating to or arising out of any and all of the following: (a) Your Content; (b) your use of, or inability to use, any DAO Property; (c) your violation of the Agreement; (d) your violation of any rights of another party, including any Registered Users; or (e) your violation of any applicable laws, rules, or regulations. The DAO reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the DAO in asserting any available defenses. This provision does not require you to indemnify any of the DAO Parties for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation, or concealment, or suppression or omission of any material fact in connection with the Website or any Services provided hereunder. You agree that the provisions in this section will survive any termination of your Account, the Agreement, and/or your access to the DAO Properties.

14. Arbitration.

Informal Negotiations. To expedite resolution and control the cost of any dispute, controversy or claim arising under or related to your account, the DAO protocol or Application, the Site, these Terms, or any other transaction involving you and the DAO, whether in contract, warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis (or the breach, termination, enforcement, interpretation or validity thereof) ("**Dispute**"), you and the DAO agree to first attempt to negotiate in good faith any Dispute (except those Disputes expressly provided below) informally for at least ninety (90) days before initiating any arbitration. Such informal negotiations commence upon written notice from one person to the other. You should send your notice in an appropriate Discord channel via <https://discord.gg/movexyz> or via a message on <https://chat.blockscan.com> addressed to the DAO



Gnosis multi-signature address

0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6

("Notice Address"). The DAO will send its notice to you by the Discord handle provided by you in connection with the aforementioned notice or to the Cryptographic address used in connection with the Application via the aforementioned <https://chat.blockscan.com/>.

Binding Arbitration. If you and the DAO are unable to resolve a Dispute through informal negotiations, either you or the DAO may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by confidential binding arbitration, and not in a class, representative or consolidated action or proceeding. In such event, these Terms memorialize a transaction in interstate commerce; (i) the Federal Arbitration Act (9 U.S.C. § 1, et seq.) governs the interpretation and enforcement of this Section; and (ii) this Section shall survive termination of these Terms.

Any election to arbitrate by one party shall be final and binding on the other, and your grounds for appeal are limited. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitrator may award you the same damages and relief as a court sitting in proper jurisdiction could, and may award declaratory or injunctive relief. In addition, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website. The determination of whether a Dispute is subject to arbitration shall be governed by the Federal Arbitration Act. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement. Your arbitration fees and



your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, you will pay all arbitration fees and expenses. The arbitration may be conducted, at the option of the claimant, either in person or by video conference. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged within a reasonable period of time (not to exceed 30 days) if the arbitrator fails to do so. Except as otherwise provided in this Agreement, you and the DAO may litigate in court to compel arbitration, stay proceedings pending arbitration or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. Judgment upon any award rendered by the arbitrator(s) may be entered and enforcement obtained thereon in any court having jurisdiction. All arbitration proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. Each party shall have the right to participate by video conference in order to minimize travel and expense burdens. Subject to the terms and conditions of these Terms, the arbitrator shall have authority to grant any form of appropriate relief, whether legal or equitable in nature, including specific performance.

Restrictions/No Class Actions. You and the DAO agree that any claim brought in connection with a Dispute, whether resolved through arbitration or not, will be brought between the DAO and you individually, and that you may not assert any such claim against the DAO as plaintiff or class Member in any purported class or representative proceeding. To the fullest extent permitted by law, (1) no arbitration shall be joined with any other; (2) no Dispute between you and the DAO is to be arbitrated on a class-action basis or will utilize class action procedures; and (3) you may not bring any Dispute in a purported representative capacity on behalf of the general public, other Users of the Site or any other persons. If this specific provision is determined



to be unenforceable, then the entirety of this Arbitration section will be null and void.

Exceptions to Informal Negotiations and Arbitration. You and the DAO agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration:

(1) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or the DAO's intellectual property rights; and (2) any claim for injunctive relief.

Effect of Changes on Arbitration. Notwithstanding the provisions of these Terms, if the DAO changes any of the terms of this Arbitration section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by electronic mail to the aforementioned Notice Address via <https://chat.blockscan.com/>) within 30 days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of the DAO's e-mail to you notifying you of such change (whichever is earlier). By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and the DAO in accordance with the terms of this Arbitration section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

Small Claims Court. Notwithstanding the foregoing, you may bring an individual action in the small claims court of your state or municipality if the action is within that court's jurisdiction and is pending only in that court.

Release. You hereby release the DAO, affiliates, Service Provider, and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of the DAO Dapp, including but not limited to, any use of any information, ratings, rankings, scores, tips, or advice Made Available via the DAO Dapp and any reliance thereon of any kind arising in connection with or



hereby, of any kind arising in connection with or as a result of the Agreement or your use of the DAO Dapp. If you are a California resident, you

hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." The foregoing release does not apply to any claims, demands, or any losses, damages, rights, and actions of any kind, including personal injuries, death, or property damage for any unconscionable commercial practice by a DAO Party or for such party's fraud, deception, falsehood, promise, misrepresentation, or concealment, suppression, or omission of any material fact in connection with the Dapp or the DAO Site or any Services provided hereunder.

15. Governing Law.

These Terms and all aspects of your use of the Site shall be governed by and construed in accordance with the applicable internal laws of the *United States and the State of Delaware* governing contracts entered into and to be fully performed in *Delaware* (i.e., without regard to conflict of law's provisions) regardless of your location, except that the Arbitration section above shall be governed by the Federal Arbitration Act. For the purpose of any judicial proceeding to enforce an arbitration award or incidental to such arbitration or to compel arbitration, or if for any reason a claim proceeds in court rather than in arbitration, you hereby submit to the non-exclusive jurisdiction of the state and Federal courts sitting in *Georgetown, Delaware*, and agree that service of process in such arbitration or court proceedings shall be satisfactorily made upon a party if sent by certified, express or registered mail delivered to the address set forth in the books and records of the DAO, or if no such address has been provided, by e-mail to the e-mail address, or by notice via Discord, or by the aforementioned chat to the Notice Address provided by the relevant party to the DAO in connection with its use of the Site. With respect to any



Disputes not subject to informal dispute resolution or arbitration (as set forth above),

you agree not to commence or prosecute any action in connection therewith other than in the state and Federal courts located in *Georgetown, Delaware*, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and Federal courts located in *Georgetown, Delaware*. With respect to certain non-U.S. persons, to the extent non-U.S. laws mandate a different approach with respect to governing laws, venue, statute of limitations, and dispute resolution methods, each such required standard shall be applied, but all other provisions under this section shall remain in full force.

16. General.

If any clause, part of any clause, or any provisions in these Terms is found to be void, unenforceable or invalid, then it will be severed from these Terms, leaving the remainder in full force and effect, provided that the severance has not altered the basic nature of these Terms.

No single or partial exercise, or failure or delay in exercising any right, power or remedy by us shall constitute a waiver by us of, or impair or preclude any further exercise of, that or any right, power or remedy arising under these terms and conditions or otherwise.

The DAO shall not be liable for any unforeseeable event beyond its reasonable control not caused by its fault or negligence (each, a “force majeure event”), which causes the DAO to be unable to perform its obligations under these Terms, and which it has been unable to overcome by the exercise of its due diligence, provided that the DAO shall use reasonable efforts to avoid or remove such causes of nonperformance, shall suspend performance only for such period of time as is necessary as a result of such force majeure event and shall resume performance as quickly as reasonably possible.



All disclaimers, indemnities and exclusions in these Terms shall survive termination of the Terms and shall continue to apply during any suspension or any period during which the Site is not available for you to use for any reason whatsoever.

These Terms and the documents referred to in them set out the entire agreement between you and us with respect to your use of the Site, the DAO and the services provided via the Site and supersede any and all prior or contemporaneous representations, communications or agreements (written or oral) made between you or us.

17. Contacting Us.

Should you have any question about these Terms, or wish to contact us for any reason whatsoever, please do so by sending a message to the DAO's Discord public channels, or by sending a message via <https://chat.blockscan.com/> addressed to the Notice Address
eth:0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6, which has been provided for convenience, or to the above referenced Service Provider notice address.

[1]: Additional domains include: *dao-advice.xyz*, *dao-advisors.xyz*, *move.xyz*, *movementdao.org*, *movementdao.xyz*, *movementdao.wtf*, *mvmtdao.xyz*, *themovementdao.xyz*, *bannymart.xyz*, *bannyverse.xyz*, *juicebox.beer*, *juicebox.builders*, *juicebox.cafe*, *juicebox.cash*, *juicebox.click*, *juicebox.cash*, *juicebox.coffee*, *juicebox.cool*, *juicebox.directory*, *juicebox.domains*, *juicebox.engineering*, *juicebox.fund*, *juicebox.fyi*, *juicebox.lol*, *juicebox.miami*, *juicebox.monster*, *juicebox.name*, *juicebox.page*, *juicebox.plus*, *juicebox.wtf*, *treasury.wtf*, *treasuries.wtf*, *tiles.wtf*

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LEGAL-TOOLS

DAOLABS

Connect Wallet



Contract Addresses

Contract Addresses

- The DAO's Gnosis Safe:
[0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6](#)
- The Developer Gnosis Safe:
[0x2187e6a7c765777d50213346f0fe519fca706fbd](#)
- Peace DAO's Gnosis Safe:
[0xD2427c0e44D28Ea74c0504E072c6073d135569B2](#)
- The DAO's Ascended Ape Collection:
[0xdd407a053fa45172079916431d06E8e07f655042](#)

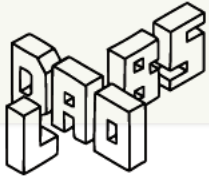
The DAO's token will be launched when its platform is launched. *Estimated launch date: December 2022.*

See the [Juicebox Docs](#) for [Juicebox v1](#) and [Juicebox v2](#) contract addresses.

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LEGAL-TOOLS

DAOLABS

Connect Wallet



Code of Conduct

*Effective Date: August 20, 2022, Last updated: January 23, 2022, 0x3fa802d55c2eaebe6333e217323e7f07a2ca92b4@ethereum.e
[mail](mailto:0x3fa802d55c2eaebe6333e217323e7f07a2ca92b4@ethereum.e), daolabs.wtf*

Some terms used in this document have specific meanings, and are defined in the Definitions.

Introduction.

Before being admitted as a DAO Member, each individual must accept and agree to abide by the DAO's Code of Conduct ("Code of Conduct"). The Code of Conduct is comprised of the community standards ("Community Standards") and the DAO's community enforcement guidelines ("Community Enforcement Guidelines"). The Community Standards is a set of rules that Members must abide by when interacting with the Movement community or Dapp in any way, and the Community Enforcement Guidelines outlines actions that can and will be taken in the case of a violation of the Community Standards. The purpose of the Code of Conduct is to reinforce and enhance the DAO's ethical way of operating and, in particular, to provide regulations and procedures in how to do so.

Every Member must act and interact in ways that contribute to an open, welcoming, diverse, and inclusive community. By participating in the Movement community, every Member agrees to make our community a harassment-free experience for everyone regardless of age, body size, visible or invisible disability,

Code of Conduct

Introduction.

Community Standards.

Community Enforcement Guidelines.

1. Correction.

2. Warning.

3. Temporary Ban.

4. Compulsory Withdrawal.

5. Emergency Immediate Compulsory Withdrawal.

Disclaimers.

of age, body size, visible or invisible disability, ethnicity, sex, gender identity and expression, level of experience, education, socio-economic status,

nationality, personal appearance, race, religion, or sexual identity and orientation. Movement aims to be a tool and resource for anyone to use, thus every Member of Movement must act in-line with this ideology.



Community Standards.

All Members (including Authorized Members, the Service Provider or its delegate) will be held to the Community Standards and are expected to abide by them at all times. Any and all violations of the Community Standards will be handled by the Authorized Members and/or Service Provider according to the Community Enforcement Guidelines, which are listed in detail below.

Community Standards:

1. Members must act with honesty and integrity at all times;
2. Members must provide information that is true, fair, accurate, timely and complete, and act in good faith, responsibly, with due care, competence, and diligence without misrepresenting or omitting any material facts at all times. Making false or misleading statements, records, or documentation, making misrepresentation or omission of a material fact in connection with Movement's treasury or operational activities, or taking any action that could result in making Movement's treasury or operational activities misleading is strictly prohibited;
3. Members must not employ any device, scheme, or artifice to defraud Movement, engage in any act, practice, or course of business that operates or would operate as a fraud or deceit on Movement, or engage in any manipulative practice with respect to Movement;
4. Members must maintain appropriate controls over all Movement assets and resources used;
5. Members are prohibited from retaliating against any other Member for providing information or otherwise assisting in an investigation or inquiry in good faith regarding any conduct that

a Member believes constitutes a violation of the Community Standards;

6. Members must be respectful and cordial in all interactions with all other Members. Examples of a violation of this rule include harassment, the use of sexualized language or imagery, sexual attention or advances of any kind, insults, derogatory comments, harassment, and personal or political attacks;
7. Members must not publish or reveal other Member's private information (NCC and/or PII) without their explicit consent; and
8. Members must not give financial advice to any other Member(s).



Community Enforcement Guidelines.

If a Member violates the Community Standards in any way, they will be subject to the enforcement of disciplinary actions, based on these Community Enforcement Guidelines. The Authorized Members and/or Service Provider can and will take any and all actions necessary in order to properly execute the Community Enforcement Guidelines. Below are the five different types of disciplinary actions that can and will be enforced, based on the actions the Member took that constituted a violation of the Community Standards.

1. Correction.

Transgression: The use of inappropriate language or other unprofessional or unwelcome behavior.

Consequence: Deletion or removal of the content in question, along with a communication to the Member of which rule was violated and how to avoid such violations in the future.

2. Warning.

Transgression: A violation of the DAO's Code of Conduct, either through a single incident or a series of actions.

Consequence: A warning describing the consequences for continued inappropriate behavior. No interaction shall take place with the people involved (including

shall take place with the people involved (including unsolicited interaction with those enforcing the Code of Conduct) for seventy-two (72) hours. This includes

interactions in Community spaces, as well as interactions through external channels like Telegram, Discord, Reddit, a Community Forum, or another platform. Violating this disciplinary action may lead to a temporary or permanent ban.



3. Temporary Ban.

Transgression: A serious violation of Community standards, including sustained inappropriate behavior.

Consequence: A temporary ban from any sort of interaction or communication with the Community for one-hundred-sixty-eight (168) hours. No interaction shall take place with the people involved (including unsolicited interaction with those enforcing the Code of Conduct) during this period. This includes interactions in Community spaces, as well as interactions through external channels like Telegram, Discord, Reddit, a Community Forum, or another platform. Violating this disciplinary action may lead to a permanent ban.

4. Compulsory Withdrawal.

Transgression: Demonstrating a pattern of violating Community standards, including sustained inappropriate behavior, harassment, aggression, or disparagement towards individuals or classes of individuals.

Consequence: Permanent removal from any sort of interaction or public communication with the Community for an indefinite period of time. If an individual has alternate accounts, those may be removed as well. No public or private interaction with the people involved (including unsolicited interaction with those enforcing the Code of Conduct) shall take place during this period. This includes interactions in Community spaces, as well as interactions through external channels like Telegram, Discord, Reddit, a Community Forum, or another platform. The Compulsory Withdrawal must be approved by the Community through a Snapshot vote, and the Member who is the subject of the Compulsory

Withdrawal will have the right to participate in the Snapshot vote.¹

5. Emergency Immediate Compulsory Withdrawal.

Transgression: A violation of the DAO's Code of Conduct, or the DAO's Guiding Principals that leads the Authorized Members and/or Service Provider to reasonably believe that emergency action needs to be taken in order to protect the DAO from any material adverse effect.

Consequence: The Member shall be banned from the Dapp and have all DAO privileges granted to them revoked (including governance and voting rights). Unlike a Compulsory Withdrawal, an Emergency Immediate Compulsory Withdrawal does not need to be approved by the Community through a Snapshot vote, and the Member who is the subject of the Emergency Immediate Compulsory Withdrawal will NOT have the right to participate in the Snapshot vote (See Section 6(c) of the Guiding Principles).²

Disclaimers.

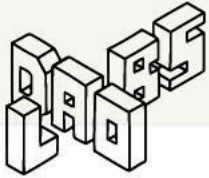
Views, statements and opinions expressed by a DAO Member do not necessarily reflect the opinions of the DAO Association or any of its affiliated entities, and shall be considered individual and personal statements of that DAO Member. The DAO shall not in any case be held responsible for any views, statements or opinions of any kind expressed by the DAO Member.

Footnotes

1. Guiding Principals, 6(b) \leq
2. Guiding Principals, 6(c) \leq

Previous
[addresses.md](#)

Next
[strategies.md](#)



LEGAL-TOOLS

DAOLABS

Connect Wallet



Snapshot Strategies

Effective Date: August 20, 2022, Last updated: February 1, 2022,
0x3fa802d55c2eaebe6333e217323e7f07a2ca92b4@ethereum.email, daolabs.MA

Primary Space

The primary_space does not utilize any strategies, and does not host any voting.

Temperature Check Space

ERC-721

The Temperature Check space employs an erc721 strategy with the following parameters:

```
{
  "address": "0xdd407a053fa45172079916431d06E8e07f655042",
  "symbol": "MAPE"
}
```

Delegation

The Temperature Check space employs a delegation strategy with the following parameters:

```
{
  "symbol": "MAPE (delegated)",
  "delegationSpace": "tempcheck.movedao.eth",
  "strategies": [
    {
      "name": "erc721",
      "params": {
        "address": "0xdd407a053fa45172079916431d06E8e07f655042",
        "symbol": "MAPE"
      }
    }
  ]
}
```

Snapshot Strategies

Primary Space    

Temperature Check Space

ERC-721

Delegation

Consensus Space

Weighted Whitelist

Delegation

Consensus Space

Weighted Whitelist

Updated 2/1/2023 per Authorized Member meeting minutes 1/31/2023, and the removal of certain members.

The Consensus space employs a whitelist-weighted strategy with the following parameters:

```
{
  "symbol": "MOVE",
  "addresses": {
    "0x0e2Bac198dd3646576dbAB5D86130E538f39820b": 2.98,
    "0x0F9D7257a592c7d4359D6059811e07A9A1Cff110": 31.85,
    "0x13b841dBF99456fB55Ac0A7269D9cfBC0ceD7b42": 297.71,
    "0x14817cFC0abD5ADbaac238E6ADEeB487Fff0dd31": 685,
    "0x1561c3218AB5Feeec5A0a7B817596EAbD257e5a3": 162.27,
    "0x17d880B8C29387eE16F3Ab33cf3Ad407554e829b": 56.71,
    "0x1DD2091f250876Ba87B6fE17e6ca925e1B1c0CF0": 100186.88,
    "0x1ebe61555bAd4Bd5e0D108BD78811F718D67b852": 566.97,
    "0x1F736b9D5cdeb4933DB97e4f9f8153899E0Ab82f": 1214.51,
    "0xd0C53Bd1d39d014d04C6462F1BBcd177608cE9d5": 500000,
    "0x23d5925CbeAb8803d906e52Bf68ae30d69dc570E": 281.32,
    "0x25227955b9769fAAe8e981e60ee78Bc052064220": 198.91,
    "0x2770736960c4739f96d3a033676ff0e34e71fC63": 200276.96,
    "0x2843b4E0e0B7B812C1B574C77a54308dAed0d0A2": 604.45,
    "0x2B075EDE4AF705D31464090b41B8D5C3CA9da84c": 38.93,
    "0x2D1E7B6E6284409e16991dE76d2A82847a7d61C5": 283.58,
    "0x3c7eA1846BC5cb5e043a1CE8B728d4e42d9f2539": 830.09,
    "0x3D4C86aa1f4aE5318e91957287918aDD80f4f4C6": 1134.66,
    "0x3dF364ED7e8A887f7f9c240f7e281A4ea05CE03f": 477.89,
    "0x4823e65C10DAa3eF320e5e262CfA8D0A059e02A6": 100000,
    "0x489DEe5055c36fA804AB75d9B28e39bF2a76b793": 20.54,
    "0x4Ab54c9eA8b56db62832ed20654F373B7305dB0c": 142.56,
    "0x4e33Ac0C5F929A0De68338f534e6DD3b2e44a525": 100951.97,
    "0x50640BFc30F97fef35054beAECE3d3a188A219F0": 38.93,
    "0x511E061Bc0082BF14de5Cf2A6eeC624Df585fa52": 327.41,
    "0x54F0E1a12C368A327631F9dEA47C04Cf1Db45584": 989.09,
    "0x91898f9103cDBA1546DE834F6E26f019E09A0d4B": 100000,
    "0x580756206Bc33BDf63F26e46eb1BaD3BC5c53a54": 3945.76,
    "0x586075CEa62b415A33050c012c6e1591C1da1c74": 4.47,
    "0x58C3C3c0286a1728A70fF5fd5F2b9A346aE1d013": 97.02,
    "0x58F12A716B8cF86865D9A82A30652a52A035Q98A": 10100
```

0x5b2b4B59276217400469916FceeFC89ACAb7548f": 195.53,
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"0x616001B6A176961849c8E1422A5D95A9dBBC4739": 40.59,
"0x620F9F9237546998abE5a2E3197C4cc49B4775d0": 2.56,
"0x6519319E8F32F22F7a22274898588f6dc4b40bbf": 233.61,
"0x6C0822b5D3A0aEC3869DDdE051573a97856Aeb54": 7597.71,
"0x7157961707E305d5580c8AB29ce6E120Ec01744e": 2336.1,
"0x752515a3A1091b9f1c04416CF79D1F14d2340085": 493318,
"0x7929fF721516111056b3b36259846F9B942400a9": 262.13,
"0x8269CAe3EfbC4D768D9d86AE3747253D15BF6929": 93.68,
"0x872C95b2284e089FCB205D5DcF8E40b9E4Caea97": 3016.92,
"0x8B4Ca0c6Ff4B175a776aEA73A251354B6771bccA": 313.52,
"0x8ffdb0b26e7a5d1B535BcC3227b44A933FFf0d338": 7315.57,
"0x95a97CDd45F55A3e4d2c9c512BB98ed171b8F07b": 1972.38,
"0x979Db9f8D937E19e36DFDB5Fe3a48a207A5c7991": 439.56,
"0x9AB301FD4F2519af93cA316B4fCD7D26aBd2f9E9": 318.59,
"0x9dEBaE598dB0b4bBB53308AB7894De7Cc0D5326b": 287,
"0x9f7bD431d8ACfe558B0c7ce96aa3E98C1b1B52C8": 208.4,
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"0xA4e6C2B6264652444B3F0cc1bB37496AE916931c": 197010.91,
"0xa51Ec9A7dBd81db527CB3fD15abD32bBbDa8e785": 863.93,
"0xa655F449Bcb4d18A3F2787bC9CFd00535c7AE5dA": 478.24,
"0xa7d317332AC478Ae81c9845755491D33eEC69b50": 93.58,
"0xab5d306E643cDbab074a4251e9E1A4FEC5a8e05Ee": 382.3,
"0xAE13245d7ab6621b8583F5a734F8F8728dE4Dcd1": 104155.55,
"0xB159DE0DdDAb4a997F1c22fcf1C939d3317D9EC6": 8639.34,
"0xB2b394e261021c0499d138E3D359eD2E3Ef4b3b7": 773.74,
"0xb3005148e7b58BfF2f82CBBe63416363243349949": 190.91,
"0xB646B4cD68548D96804e844b7CfBEf4e74b80675": 38.93,
"0xb925839968DDfEA3CF5ef7C7C5e4450191Ab0D10": 150,
"0xC36A375fe4801642b2588C63830E082575a1e17C": 418.96,
"0xC5c8eff68183581f8a108CE6414a21a6675A4b79": 8059.2,
"0xc9284a9FD6D8C484bFD7e24f26B1634585f0A296": 79999.995,
"0xC9f6e3FCDd26F3bAc822A675DE7427a0D77b39FE": 237.17,
"0xCf7C21DeD40f2Df85A564207A89b3379780d9CE3": 146.94,
"0xd11B2CF767d6A35011455781d792b7C37d3a7d97": 1115.3,
"0xda94DA6D0909E90E81a9B9373a04807c3cE15fBC": 49.01,
"0xDab5f41744745CB530FCc5Cd650E86B0E63737c3": 31.72,
"0xDbb88DB916C76323CE15ED5fe1F50d2f54733Fc70": 6430.01,
"0xdbbF7481e3E38Ae10c9579CfA541C932c5c9a05D": 975.82,
"0xdeFD0dE775d82A61D1A93efC18913e7B16906e1c": 6447.35,
"0xE41188926607921763D25392475f1156AC5f9033": 155.74,
"0xe4918B846156782a8454AcB1332BEeeA9B523763": 1577.47,
"0xE5a71A3696D4eDB65F07b6F9a3F000F826367305": 40.81,
"0xEE63189A3B5d35fF8E6f67BD2B2A3ACa4E084e85": 281.76,
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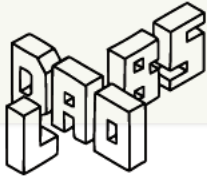
Delegation

The Consensus space also employs a delegation strategy with the following parameters:

```
{
  "symbol": "MOVE (delegated)",
  "delegationSpace": "snapshot.movedao.eth",
  "strategies": [
    {
      "name": "whitelist-weighted",
      "params": {
        "symbol": "MOVE",
        "addresses": {
          "0x0e2Bac198dd3646576dbAB5D86130E538f39820b": 2.5,
          "0x0F9D7257a592c7d4359D6059811e07A9A1Cff110": 31.1,
          "0x13b841dBF99456fB55Ac0A7269D9cfBC0ceD7b42": 297,
          "0x14817cFC0abD5ADbaac238E6ADEeB487Fff0dd31": 685,
          "0x1561c3218AB5Feeec5A0a7B817596EAbD257e5a3": 162,
          "0x17d880B8C29387eE16F3Ab33cf3Ad407554e829b": 56.1,
          "0x1DD2091f250876Ba87B6fE17e6ca925e1B1c0CF0": 106,
          "0x1ebe61555bAd4Bd5e0D108BD78811F718D67b852": 566,
          "0x1F736b9D5cdeb4933DB97e4f9f8153899E0Ab82f": 121,
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          "0x2770736960c4739f96d3a033676ff0e34e71fc63": 206,
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          "0x2D1E7B6E6284409e16991dE76d2A82847a7d61C5": 283,
          "0x3c7eA1846BC5cb5e043a1CE8B728d4e42d9f2539": 836,
          "0x3D4C86aa1f4aE5318e91957287918aDD80f4f4C6": 113,
          "0x3dF364ED7e8A887f7f9c240f7e281A4ea05CE03f": 477,
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          "0x489DEe5055c36fA804AB75d9B28e39bF2a76b793": 20.1,
          "0x4Ab54c9eA8b56db62832ed20654F373B7305dB0c": 142,
          "0x4e33Ac0C5F929A0De68338f534e6DD3b2e44a525": 106,
          "0x50640BFc30F97fef35054beAECE3d3a188A219F0": 38.1,
          "0x511E061Bc0082BF14de5Cf2A6eeC624Df585fa52": 327,
          "0x54F0E1a12C368A327631F9dEA47C04Cf1Db45584": 989,
          "0x91898f9103cDBA1546DE834F6E26f019E09A0d4B": 106,
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          "0x58E12A716B8cE86865D9482A30652a52A0359984": 101,
          "0x5b2b4B59276217400469916FceeFC89ACAb7548f": 195,
          "0x5d95baEBB8412AD827287240A5c281E3bB30d27E": 107,
          "0x616001B6A176961849c8E1422A5D95A9dBBC4739": 40.1,
          "0x620F9F9237546998abE5a2E3197C4cc49B4775d0": 2.5
        }
      }
    }
  ]
}
```

"0x6519319E8F32F22F7a22274898588f6dc4b40bbf": 236
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"0x9dEBaE598dB0b4bBB53308AB7894De7C0D5326b": 287
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"0xA1b27bbcD029c1D63A2aE689FD8937812Eb6637b": 50,
"0xA4e6C2B6264652444B3F0cc1bB37496AE916931c": 197
"0xA51Ec9A7dBd81db527CB3fD15abD32bBbDa8e785": 866
"0xA655F449Bcb4d18A3F2787bC9CFd00535c7AE5dA": 478
"0xA7d317332AC478Ae81c9845755491D33eEC69b50": 93.
"0xab5d306E643cDb074a4251e9E1A4FEC5a8e05Ee": 382
"0xAE13245d7ab6621b8583F5a734F8F8728dE4Dcd1": 104
"0xB159DE0DdDAb4a997F1c22fcf1C939d3317D9EC6": 866
"0xB2b394e261021c0499d138E3D359eD2E3Ef4b3b7": 776
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"0xB646B4cD68548D96804e844b7CfBEf4e74b80675": 38.
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"0xc9284a9FD6D8C484bFD7e24f26B1634585f0A296": 799
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"0xda94DA6D0909E90E81a9B9373a04807c3cE15fBC": 49.
"0xDab5f41744745CB530FCc5Cd650E86B0E63737c3": 31.
"0xDb88DB916C76323CE15ED5fe1F50d2f54733Fc70": 646
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"0xE41188926607921763D25392475f1156AC5f9033": 155
"0xe4918B846156782a8454AcB1332BEeeA9B523763": 157
"0xE5a71A3696D4eDB65F07b6F9a3F000F826367305": 40.
"0xEE63189A3B5d35ff8E6f67BD2B2A3ACa4E084e85": 281
"0xef5939492958abb8488ce5A5C68D61Ac29C07732": 506





LEGAL-TOOLS

DAOLABS

Connect Wallet



Movement DAO Authorized Member Meeting

Meeting Minutes
January 31, 2023

For all terms not defined herein, please refer to <https://move.xyz/daolabs/daos/move/legal/definitions> for clarification on the meaning of these terms. Contributions refer to ETH or DAI contributed to the Movement DAO Gnosis Multi-Signature Smart Contract located at [0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6](https://move.xyz/daolabs/daos/move/legal/definitions) (hereafter referred to as “Gnosis”).

The following exhibits include correspondence between individuals to which the following legend should be considered.

1. [0xDbE76F6ae97dFD5bdd1D7DAD8972740d18aB2b57](https://move.xyz/daolabs/daos/move/legal/definitions) (“0xDbE7...2b57” or Contributor 1 or C1);
2. [0x211be2dDC09c482B27Ed780A710b18d8Cb76328E](https://move.xyz/daolabs/daos/move/legal/definitions) (“0x211be...328E” or Contributor 2 or C2);
3. [0x58Ba373d9eE46ED5402a6A15fE9CcADc67dE1650](https://move.xyz/daolabs/daos/move/legal/definitions) (“0x58Ba...1650” or Contributor 3 or C3);
4. [0x5d95baEBB8412AD827287240A5c281E3bB30d27E](https://move.xyz/daolabs/daos/move/legal/definitions) (“0x5d95...d27E”), Authorized Member; and
5. [0xA4e6C2B6264652444B3F0cc1bB37496AE916931c](https://move.xyz/daolabs/daos/move/legal/definitions) (“0xA4e6...931c”), Authorized Member.

The following exhibits are referenced herein and are provided on IPFS for reference.

1. [Exhibit C: 1/6/23 correspondence between Contributor 1 \(0xDbE7...2b57\) and 0x5d9...d27E](https://move.xyz/daolabs/daos/move/meeting/20230131.md)
2. [Exhibit D: 1/2/23 correspondence between](https://move.xyz/daolabs/daos/move/meeting/20230131.md)

<p align="center">
Movement DAO Authorized
Member Meeting </p>

OPENING

ROLE CALL

AGENDA

DISCUSSION

NEW BUSINESS

ADJOURNMENT

OMNIBUS RESOLUTIONS

REVISIONS

SIGNATURE HASHES FROM
BOTH AUTHORIZED MEMBERS

2. Exhibit D: 1/3/23 correspondence between Contributor 1 (0xdbE7...2b57), 2 (0x211be...328E), and 3 (0x58Ba...1650), and 0x5d9...d27E
3. Exhibit E: 1/24/22 correspondence between Contributor 1 (0xdbE7...2b57), and Contributor 2 (0x211be...328E)
4. Exhibit F: 12/23/21 correspondence between Contributor 2 (0x211be...328E), 0x5d9...d27E, and dao-lawfirm.eth
5. Exhibit G: 1/16/23 correspondence between 0x5d9...d27E and Contributor 1 (0xdbE7...2b57)
6. Updated Snapshot Strategy
7. Proposals: MIP-0014 through MIP-0021



OPENING

This meeting of the Movement DAO (“Movement” or “DAO”)’s Authorized Members was called to order at 4:00 P.M. on January 31, 2023, by its Authorized Member, 0xA4e6C2B6264652444B3F0cc1bB37496AE916931c (“0xA4e6...931c”).

ROLE CALL

Those present at the meeting were:

1. 0xA4e6...931c; and
2. 0x5d9...d27E, or 0x752515a3A1091b9f1c04416CF79D1F14d2340085 (“0x7525...0085”).

Both Authorized Members subsequently signed a transaction using Etherscan¹ with the IPFS CID of these minutes and forwarded them to 0xA4e6...931c, which were then compiled into a final version, containing each committee member’s signature hash.

AGENDA

1. Confirmation that both Authorized Members thoroughly reviewed the IPFS Exhibits listed above;
2. Confirmation that both Authorized Members thoroughly reviewed the DAO’s code of conduct;
3. Review of the Gnosis transactions and groupings;
4. Discuss the current situation involving certain contributors;
5. Discuss the next steps that will be taken.

DISCUSSION

1. 0xA4E6...931C reiterated the high-level goals of the Movement application citing the GitBook Terms of Use,

“Movement DAO is an experimental, novel approach to nonprofits devoted to performing good works and encouraging social justice in today’s contemporary society. The DAO is a blockchain-based organization that raises funds through the purchase of tokens that entitles the purchaser, or member, to champion specific nonprofit works or projects and seek additional funding from like-minded individuals. Movement DAO hosts blockchain software as a backend service for customers who set up their own accounts and purchase tokens.”

“Movement DAO is neither designed to be, nor is it set up to be, an investment vehicle and no jurisdiction has deemed any token produced by Movement DAO to be a “security” as defined by the 1933 Securities and Exchange Act (“The Act”).”

“10. Scope. Movement DAO’s core is a collection of smart contracts which govern managing a pool of assets on behalf of Movement and its sub-movements, the Endowment bank. Given each Movement has its own property and funds which are managed by Movement, and adapters and extensions which govern how the funds are collected, distributed, and managed are all areas which require extensive design, analysis, and audit before it is employed on Ethereum Mainnet.”

2. 0x5d9...d27E explained the current tentative developer timeline and focus in creating an application which provides value to its users, as to avoid potential abuses by users who rely on token sales. 0x5d9...d27E referenced the original



documentation regarding the contributor's thoughtfulness, care, and trust in any code deployed to support the vision of a fully on-chain decentralized entity treasury management system and NFT creation system,

"founder's tokens will be locked for 6 years from launch, meaning there is no return on investment to the founders until the platform is fully built, operational and successful in its objectives. The system also establishes trust with its community by adopting state of the art mechanism design concepts."²

3. 0xA4E6...931C explained that the temperature check community questionnaire³ which was circulated within the Movement Discord channel, specifically soliciting community feedback on the topic of relaxing the "founder's tokens being locked" for 6 years received 80% responses rejecting this, 10% responses in favor, and 10% did not respond.
4. 0x5d9...d27E explained that the mechanism for "locking tokens" discussed with the founders and the community were specifically around the prior Movement developer activities with the Juicebox protocol with veBanny, using the voting escrow schemes employed by curve.finance⁴. 0x5d9...d27E further explained that Juicebox "contract crew" had made substantial progress with the GitHub repository and that the VE NFT mechanism https://github.com/jbx_protocol/juice_ve_nft was discussed at length within the Movement Discord channel, and that Movement's token strategy would employ these contracts. 0x5d9 d27E further explained that "locking" specifically means that the user or token owner no longer has the ability to "unlock" their tokens or specifically trade them individually, however the user would receive a specific ERC 721 which corresponds with the token range (amount) and token lock (duration) which itself is fungible and could be used in a private transaction.
5. 0xA4E6...931C and 0x5d9 d27E both acknowledged that the current Service Provider, dao lawfirm.eth, has submitted their resignation, and

that they will address whether a new Service Provider is needed in the coming weeks. 0xA4E6...931C and 0x5d9 d27E both acknowledged that a community proposal on how the DAO's security measures and oversight with regards to the special powers that were handled by the Service Provider would be executed in the interim. 0xA4E6...931C and 0x5d9...d27E agreed that security concerns with regards to smart contract vulnerabilities and any potential cryptocurrency losses would be discussed with current core contributors and any actions taken would be disclosed to the community via the website, and additional notices will be discussed with the core contributors.

6. 0xA4E6...931C and 0x5d9...d27E both acknowledged the fact that Contributors 1-2 were individually and collectively creators of the GitBook, as seen in Ex. F.
7. 0xA4E6...931C and 0x5d9...d27E both acknowledged certain excerpts from GitBook, including,

“Community Pledge. The community must build and maintain a level of trust by quickly highlighting any instances of fraudulent or malicious activity; ... Each community member has a duty to prevent, mitigate, and resolve conflict on the platform.”

8. 0xA4E6...931C explained the current budget planning process to 0x5d9...d27E, which was significantly less than the documentation which he had reviewed on prior expenditure approvals. 0x5d9...d27E reiterated that the successful recruiting process for each of the senior core contributors was specifically due to the Gnosis multi-year runway (4 years) and the commitment by the DAO to build and do “what is right” instead of taking other corner-cutting efforts which is unfortunately common in Web3. 0x5d9...d27E explained, for example, the care and effort in creating the DAO's legal-tools and plans to support treasury formation efforts with referrals to legal resources. 0x5d9...d27E reiterated that the current senior core contributors were promised an engagement for 4 years in order to secure their commitment to the DAO





9. 0xA4E6...931C and 0x5d9...d27E then discussed the current situation with Contributors 1, 2, and 3. This included the recent communications to 0x5d9...d27E, which appear that Contributors 1, 2, and 3 may be operating in bad faith by reneging on the terms that they created, and which all subsequent contributors agreed upon. 0xA4E6...931C and 0x5d9...d27E both acknowledged that Contributors 1, 2, and 3 appear to be making questionable, ethically challenged, bad faith demands upon 0x5d9...d27E by ordering him to take certain action using their wallets. These claims are evidenced by Ex. C and Ex. D, both of which show the apparent bad faith demands by Contributors 1, 2, and 3, the appearance that these Contributors seemed to be ordering 0x5d9...d27E to take certain actions in order to potentially shift liability from themselves to 0x5d9...d27E, and that Contributors 1, 2, and 3 appear to be taking steps to orchestrate to extraction of treasury funds.
10. 0x5d9...d27E provided 0xA4E6...931C with a draft response to Contributor 1, cc'ing 2 and 3 (see Ex. G), which directly rebuts all the spurious and bad faith allegations made by Contributor 1.
11. 0xA4E6...931C and 0x5d9...d27E agreed that all material decisions regarding budget decisions should be made by the community as a whole, and not by an individual or centralized group in closed-door meetings.
12. 0xA4E6...931C and 0x5d9...d27E acknowledged that the correct course of action from 0x5d9...d27E is to not be an accessory to Contributor 1, 2, and 3's demands, and that 0x5d9...d27E is acting in line with the Movement Guiding Principles and Terms of Service.
13. 0xA4E6...931C and 0x5d9...d27E discussed the types of governance which the DAO may employ and the timelines in implementing them; i.e., providing individuals with economic benefits or tokens without associated governance participation i.e. Snapshot. 0xA4E6...931C and 0x5d9...d27E agreed that 0x5d9...d27E in consultation with the core developers will discuss the following treasury timeline steps:

- Deployment of Movement treasury with simple pro-rata token distribution;
- Deployment of Juicebox Protocol compliant treasury with a redemption and burning mechanism, and will also be configured with the appropriate duration, distribution limit, distribution limit currency, token weight, discount rate, reserved rate, redemption rate, and ballot redemption rate⁵, as outlined and defined by Guiding Principles 2(c) and 2(g);
- Deployment of the Voting Escrow contracts with set durations⁶



14. 0xA4E6...931C and 0x5d9...d27E discussed a strategy for implementing a governance and token strategy with the addition of a membership component. In addition to locking tokens for a set duration to participate in governance, this also includes the fact that the DAO Members also must hold a membership token (NFT, such as VE NFT) and be in good standing. The membership NFT would allow communities in Movement, DAOLABS, and other platform DAOs to limit membership (such as the LLC 100 individual investor cap), as well as manage membership NFT issuance to individuals who have been KYC'd. Additionally, 0xA4E6...931C and 0x5d9...d27E agreed that 0xA4E6...931C should provide a legal consulting budget so that further amendments to the Guiding Principles, Terms of Use, and any additional membership, non-member token descriptions or agreements may be updated.
15. 0xA4E6...931C and 0x5d9...d27E discussed that certain community forums should be held (as well as participation in Juicebox VE NFT deployment timelines) to solicit feedback and input on the sentiment and concerns, if any, in phasing token issuance, any token redemptions windows, and voting escrow with or without associated governance.

NEW BUSINESS

After actions have been taken to execute the resolutions in the "Adjournment" section below, there will be a Discord community voice call to explain current situation with the community as a whole, answer

any questions they may have, and collectively go over the next steps that will be taken.

ADJOURNMENT

The meeting was adjourned at 5 PM by 0xA4e6...931c. The next meeting will take place in the following days.



1. **RESOLVED**, the Authorized Members, hereby authorize, adopt, and resolve to take the following actions;
2. **RESOLVED FURTHER**, the Authorized Members find that 0x5d9 d27E has acted in good faith after having reviewed the above exhibits, all associated DAO blockchain transactions, and contract signatures;
3. **RESOLVED FURTHER**, the Authorized Members find that there was never an agreement, or any fiduciary duty that was bestowed upon 0x5d9 d27E in regard to managing or executing any actions on behalf of Contributors 1, 2, and 3 through the gnosis keys (which controlled their governance powers) that were assigned to them;
4. **RESOLVED FURTHER**, the Authorized Members, individually and together with the Service Provider, and its address operator dao lawfirm.eth, are fully indemnified for any prior and future actions as authorized by MIP 0004;
5. **RESOLVED FURTHER**, the Authorized Members, find that Contributors 1 and 2 were the authors with editorial control of the DAO's GitBook;
6. **RESOLVED FURTHER**, the Authorized Members will terminate all access, communication, or membership to any online services enjoyed by Contributors 1, 2, and 3, including the beta application;
7. **RESOLVED FURTHER**, the Authorized Members will terminate Movement membership for Contributors 1, 2, and 3, and any addresses associated with them, including any associated governance rights;
8. **RESOLVED FURTHER**, the Authorized Members find that Contributor 1, (in agreement and coordination with Contributors 2 and 3) through his/her statement, "limited time offer to reimburse everyone 1:1 through the end of January, in conjunction with

project shutdown,” along with the suggestion and appearance of renegeing on prior agreements and promises with the Service Provider, other Members, and contributors, in light of the GitBook provision which states, “The founder’s tokens will be locked for 6 years from launch, meaning there is no return on investment to the founders until the platform is fully built, operational and successful in its objectives. The system also establishes trust with its community by adopting state of the art mechanism design concepts” appears to be a coordinated effort to “rug” the Movement project and community;

9. **RESOLVED FURTHER**, the Authorized Members find that Contributors 1, 2, and 3 violated the Terms of Service, Code of Conduct, and spirit of the DAO as outlined in the Movement GitBook, Guiding Principles, and supporting agreements; and that action can and will be taken regarding their governance rights without notice according to Section 6(c) of the Movement DAO Guiding Principles; and GitBook Terms of Use,

“the Service Provider, in their reasonable discretion, is expressly authorized to remove a Member without notice or vote of the Members if the Service Provider determines such a removal to be necessary, desirable, or appropriate, including, without limitation, to comply with applicable law or regulations, or to avoid a material adverse effect on the DAO. For the avoidance of doubt—the Member to be compulsorily withdrawn shall be entitled to vote with respect to any vote of the Members regarding such compulsory withdrawal, unless the Member is deemed to be in violation of the Code of Conduct and Community Enforcement Guidelines.”

10. **RESOLVED FURTHER**, the Authorized Members will terminate 0xb44A...8461 role insofar that he was an Authorized Member for “Meat-space” Activities, as previously approved by MIP-0004. The Authorized Members also request any individual that 0xe411...5f9033 made any promises or agreements

with on behalf of the DAO for any goods or services to provide invoices directly to the Authorized Members for further consideration;

11. **RESOLVED FURTHER**, the Authorized Members will veto all pending unrepresented proposals from Contributors 1, 2, and 3, and any addresses associated with them attached;
12. **RESOLVED FURTHER**, the Authorized Members authorize and direct existing signers on the Gnosis to fully rotate all keys; the new signers are to remain anonymous for their protection and for the protection of the DAO; the Authorized Members further authorize and instruct 0x5d9...d27E, individually, and as he owes no duty to the other signers, co-signing with 0x7525...0085 and 0xDBE7...2b57, to accomplish the rotation;
13. **RESOLVED FURTHER**, the Authorized Members authorize the Gnosis to employ at least four (4) out of seven (7) total signers;
14. **RESOLVED FURTHER**, the Authorized Members agree to update the DAO's Snapshot Spaces to reflect the removal of the governance rights of Contributors 1, 2, and 3, including direct addresses or addresses associated or seeded by them;
15. **RESOLVED FURTHER**, the Authorized Members authorize the disbursement of 500,000 in DAI to each of the Authorized Member and each of the core Contributors, however explicitly approved prior to arbitration, until further notice by the Authorized Members, as authorized by MIP-0004;
16. **RESOLVED FURTHER**, the Authorized Members will pay the outstanding invoices as each separate transaction from the Developer Gnosis as previously approved by MIP-0004, "8. Ratification of Future Disbursements";
17. **RESOLVED FURTHER**, the Authorized Members agree to communicate with Contributor 3, if necessary, regarding any remaining housekeeping activities.

OMNIBUS RESOLUTIONS

18. **RESOLVED FURTHER**, the Service Providers of the DAO are each authorized and empowered to take any and

all such further action, to execute and deliver any and all such further agreements, instruments, documents and certificates and to pay such expenses, in the name and on behalf of the DAO, as any of each of the Service Providers may deem necessary or advisable to effectuate the purposes and intent of the resolutions hereby adopted, the taking of such actions, the execution and delivery of such agreements, instruments, documents and certificates and the payment of such expenses by any such Service Providers to be conclusive evidence of his or her authorization hereunder and the approval thereof;

19. **RESOLVED FURTHER**, any and all actions taken by the Service Providers of the DAO to carry out the purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified and confirmed. As used in this document, the words "herein," "hereof," "hereby" and "hereunder" shall refer to this document as a whole, and not to any particular section, provision, or subdivision of this document. This action by the DAO Member by Snapshot vote shall be effective as of the date the DAO Entities receives the consent of the DAO at the end of the Snapshot vote. This action by the DAO Members consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action.

REVISIONS

1. Updated the snapshot strategy with
QmR5jayvZh5LnfrkHnFiYMEZ2u7mucdNUh57muPBimG4rE

SIGNATURE HASHES FROM BOTH AUTHORIZED MEMBERS

The following verifies that the above meeting minutes were cryptographically signed by the Authorized Members and subsequently published using Etherscan's verifySig tool.

- Original
QmQBgK2GqXZ85SqWuK1Rc914VEtiavWSLjV1NZTHF5sAyV
- Final w/Signatures
QmWp6GNhxxhFkdXJ1CqzgAXNLAYE4idsYDSSaTZ19Q7XwJR

1. 0x5d95baebb8412ad827287240a5c281e3bb30d27e,

2. `0xA4e6C2B6264652444B3F0cc1bB37496AE916931c,`
<https://etherscan.io/verifySig/13948>

`0x5d95baebbb8412ad827287240a5c281e3bb30d27e:
0xdcc9b962c578a0cc91af37ea14dfada669b891b27eb
bf4f9e73aa83c1eb8fa7f553736e3b2d9962e153b9f75
103f0a75af2c157424d61539df570f6b94cbcd461c`

`0xA4e6C2B6264652444B3F0cc1bB37496AE916931c:
0x586ea30c154bc0edec1f083152036ffb111d6f6f1ff
52ad285e9061c6d8ce86776d9c98845d536703e536d2b
a848fa83373c0e0a497313ecb031a9af81cdc0111c`

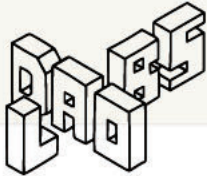


Footnotes

1. <https://etherscan.io/verifiedSignatures> ↗
2. [GitBook, Why should I trust this platform?](#) ↗
3. <https://form.typeform.com/to/jvA6h8Kj> ↗
4. <https://resources.curve.fi/governance/voting> ↗
5. <https://move.xyz/daolabs/daos/move/legal/definitions.md> ↗
6. https://github.com/jbx_protocol/juice_ve_nft ↗

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Next
[README.md](#)



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DAOLABS

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DAO Meeting Minutes



DAO Meeting Minutes

Effective Date: August 20, 2022, Last updated: February 1, 2022,
0x3fa802d55c2eaebe6333e217323e7f07a2ca92b4@ethereum.email, daolabs.wtf

The following are meeting minutes for Movement among members or its Authorized Members.

| Date | IPFS CID | Attendees |
|------------|--|---|
| 2023-01-31 | 0x5d95baebb8412ad827287240a5c281e3bb30d27e | eth:0x5d95...d27E, eth:0xA4e6...931c |

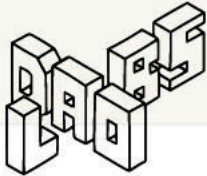
Previous

[20230131.md](#)

Next

[REA ME.m](#)





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Proposals



Proposals

To learn how proposals are created and approved, see the [Governance Process](#).

| Title | Date Proposed | Votes For | Approval % |
|--|---------------|---------------|------------|
| MIP-0000: Adopt the Guiding Principles, Terms of Service, and Code of Conduct ¹ | Aug 23, 2022 | 10,265,300.71 | 100% |
| MIP 0001: Adopt the Governance and Multisig Processes ² | Aug 23, 2022 | 10,265,300.71 | 100% |
| MIP-0002: Initial Treasury Diversification ³ | Aug 23, 2022 | 10,261,145.16 | 100% |
| MIP-0003: Bootstrap Product Development ⁴ | Aug 23, 2022 | 10,251,643.34 | 100% |



| MIP-0004: Adopt Actions ⁵ | Aug 23, 2022 | 10,265,30 | 100% |
|--|---------------|---------------|------------|
| Title | Date Proposed | Votes For | Approval % |
| | 2022 | 0.71 | |
| MIP-0005: Adopt Banking Relationship Authorizations ⁶ | Aug 23, 2022 | 10,265,300.71 | 100% |
| MIP-0006: Appoint a Treasury Committee ⁷ | Aug 23, 2022 | 10,261,145.16 | 100% |
| MIP-0007: Snapshot Consent of the Members of the DAO ⁸ | Aug 23, 2022 | 10,265,300.71 | 100% |
| MIP 0008: Custody ETH in EOA to Prepare for Merge ⁹ | Aug 23, 2022 | 10,261,145.16 | 100% |
| MIP-0009: Approve Launch of DAOLABS Beta Services ¹⁰ | Jan 02, 2023 | 3,109.91 | 100% |
| MIP 0010: Approve Authorized Members to Retain Further Legal Counsel ¹¹ | Jan 02, 2023 | 10,252,580.70 | 100% |
| MIP-0011: Pay Deferred Legal Fees From 2022 ¹² | Jan 02, 2022 | 3,109.01 | 3.58% |



| 371 91 | | | |
|--|---------------|--------------|------------|
| | | | |
| Title | Date Proposed | Votes For | Approval % |
| MIP-0012: Pay Deferred Service Provider Fees From 2022 ¹³ | Jan 02, 2023 | 3,109.91 | 3.58% |
| MIP-0013: Notice to Contributors of Questionnaire ¹⁴ | Jan 02, 2023 | NA | NA |
| MIP 0014: Proposal to Ratify Action to Cycle All Gnosis Keys ¹⁵ | Feb 9, 2023 | 2,544,369.13 | 100% |
| MIP-0015: Proposal to Ratify the Termination of Certain Members ¹⁶ | Feb 9, 2023 | 2,544,369.13 | 100% |
| MIP-0016: Proposal to the Update to the DAO's Snapshot Strategy ¹⁷ | Feb 9, 2023 | 2,444,369.13 | 100% |
| MIP-0017: Proposal for Outstanding Operational Expense Payouts ¹⁸ | Feb 9, 2023 | 2,444,369.13 | 100% |
| MIP 0018: Proposal for Deferred 2022 Developer Payouts ¹⁹ | Feb 9, 2023 | 2,444,369.13 | 100% |
| MIP-0019: Proposal Regarding the Service Provider Fee Payout From 2022 ²⁰ | Feb 9, 2023 | 2,247,358.22 | 100% |
| MIP 0020: Proposal from Payout of | Feb 9, 2023 | 2,444,369.13 | 100% |

| MIP-0000: Adopt the Guiding Principles, Terms of Service, and Code of Conduct ²¹ | Feb 9, 2023 | 371 2,444 13.13 | 100% |
|---|---------------|-----------------------|------------|
| Deferred Legal and Indemnification Expenses ²¹ | | | |
| Title | Date Proposed | Votes For | Approval % |
| | 2023 | 369.13 | |
| MIP-0021: Proposal for the DAO's 2023 Operational Budget ²² | Feb 9, 2023 | 2,444 369.13 | 99.99% |
| MIP-0022: Emergency Proposal to Consolidate Crypto Pursuant to Court Order ²³ | Mar 6, 2023 | 1,951 371.38 | 100% |
| MIP-0023: Proposal for a Limited Waiver of the Attorney-Client Privilege and Attorney Work Product Doctrine with the Law Firm of Reed Yurchak ²⁴ | Mar 14, 2023 | | |



Footnotes

1. [MIP-0000: Adopt the Guiding Principles, Terms of Service, and Code of Conduct](#) ↗
2. [MIP-0001: Adopt the Governance and Multisig Processes](#) ↗
3. [MIP-0002: Initial Treasury Diversification](#) ↗
4. [MIP-0003: Bootstrap Product Development](#) ↗
5. [MIP-0004: Adopt Actions](#) ↗
6. [MIP-0005: Adopt Banking Relationship Authorizations](#) ↗
7. [MIP-0006: Appoint a Treasury Committee](#) ↗
8. [MIP-0007: Snapshot Consent of the Members of the DAO](#) ↗

9. MIP-0008: Custody ETH in EOA to Prepare for Merge
↵
10. MIP-0009: Approve Launch of DAOLABS Beta Services
↵
11. MIP-0010: Approve Authorized Members to Retain Further Legal Counsel ↵
12. MIP-0011: Pay Deferred Legal Fees From 2022 ↵
13. MIP-0012: Pay Deferred Service Provider Fees From 2022 ↵
14. MIP-0013: Notice to Contributors of Questionnaire
↵
15. MIP-0014: Proposal to Ratify Action to Cycle All Gnosis Keys ↵
16. MIP-0015: Proposal to Ratify the Termination of Certain Members ↵
17. MIP-0016: Proposal to the Update to the DAO's Snapshot Strategy ↵
18. MIP-0017: Proposal for Outstanding Operational Expense Payouts ↵
19. MIP-0018: Proposal for Deferred 2022 Developer Payouts ↵
20. MIP-0019: Proposal Regarding the Service Provider Fee Payout From 2022 ↵
21. MIP-0020: Proposal from Payout of Deferred Legal and Indemnification Expenses ↵
22. MIP-0021: Proposal for the DAO's 2023 Operational Budget ↵
23. MIP-0022: Emergency Proposal to Consolidate Crypto Pursuant to Court Order ↵
24. MIP-0023: Proposal for a Limited Waiver of the Attorney-Client Privilege and Attorney Work Product Doctrine with the Law Firm of Reed Yurchak
↵





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DAOLABS

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Adopt the Guiding Principles, Terms of Service, and Code of Conduct

Authors: tankbottoms.eth, filipv.eth
Date: 2022-08-23

Thesis

The name of the DAO is **Movement DAO** or ("Move", or "mDAO", "DAO"), which was formed as a Delaware Unincorporated Nonprofit Association.

Adopt the DAO's Guiding Principles, Terms of Service, and Code of Conduct, attached hereto as Exhibits B, C, and D. Appoint **Benjamin Reed** (**benreed.eth**) to act as the DAO's Secretary, **Authorized Member**, and to file the necessary federal application for the DAO IRS EIN Number Application, as well as to research and prepare the required documents for the DAO affiliate entities, including DAOLABS, in order to comply with applicable law.

- Guiding Principles: Establish the DAO as an Unincorporated Nonprofit Association pursuant to the Delaware Unincorporated Nonprofit Association Act.
- Terms of Service: An agreement between the DAO and parties who use the DAO's services or resources.
- Code of Conduct: Defines community Member standards and community enforcement

Adopt the Guiding Principles, Terms of Service, and Code of Conduct

Thesis

Motivation

Specification

Rationale

Risks

Timeline

Snapshot Consensus by the DAO Members

Authors



Motivation

The DAO seeks clarity with regards to legal structure and the relationship between its Members and non-Members alike. These agreements contribute to a healthy, transparent and well functioning organization while addressing the lack of clear legal guidance regarding "DAOs".

The Community Conduct Guidelines establish expectations for all Members' conduct. The Terms of Service establishes the agreement between the DAO and users of the DAO's decentralized application.

The appointment of an **Authorized Member** will enable the DAO to properly structure the product entities, non-profit entities, and account for each cost center properly. In an overall effort to move to transparent operations managing payouts from the appropriate legal entity, including the management of cryptocurrency on-ramp and off-ramp solutions, and the protection and management of intellectual property concerns via DAO affiliates such as DAOLABS. Prepare future proposal mip-0003 in which to seek budget and funding to deploy the DAO affiliates. The Service Providers will prepare these affiliate entities, governance, and develop processes for ongoing governance, of while some portion of the above budget will be used for reimbursements of expenses, legal fees, and other costs.

Specification

Ratify and adopt the DAO's Guiding Principles, Terms of Service, and Code of Conduct.

Update the DAO's Discord server, docs, and other relevant resources to reflect these changes.

Rationale

Ratifying the Guiding Principles establishes an Unincorporated Nonprofit Association, which, in turn, will:

- recognize the DAO's legal standing as an

entity;

- allow the DAO to hold accounts, property, and enter into agreements;
- clarify Membership processes, e.g. define duties owed to each other;
- adopt the Unincorporated Nonprofit Association model act language, where appropriate;
- establish and adopt unique and specific terms with regards to the DAO's structure, operations, and ownership of property;
- adopt the role of the Service Provider and the activities authorized; and
- remove ambiguity generally, i.e. regarding its intellectual property.



The Terms of Service will clarify the DAO's:

- requirement for parties interacting with the DAO's application and resources to take full responsibility;
- unambiguous position on the DAO's adherence to state and federal statutes;
- risks associated with reliance and deference to the technology employed in the DAO's operation;
- conditions of use, demand for compliance with all applicable laws and regulations (including U.S. Securities law, Office of Foreign Assets Control compliance, etc.);
- explicit prohibited activities (including activities which are illegal or harmful to the DAO or its Members);
- limitations in liability, and disclaimers by the DAO;
- requirement for indemnification by the user under certain circumstances;
- requirement for the user to promise not to sue the DAO, or its Members;
- language regarding arbitration, and processes for dispute resolution;
- process on computation of damages, attorney fee's, and notice via Blockscan;
- privacy policy, including a verbose general warning on blockchain usage;
- risks associated with DAO's online resources; and

- users' legal, financial, and ethical responsibilities when using the DAO's resources.

The Code of Conduct will state the DAO's position with regards to:

- requirements for Members to unequivocally be honest;
- community standards emphasizing honesty, inclusion, and respect; and
- enforcement guidelines for Members who violate these standards.

The DAO's Unincorporated nonprofit association requires an authorized Secretary and Member to file the necessary federal application for the DAO's IRS EIN Number Application.

Risks

- By forming an Unincorporated Nonprofit Association, the DAO may incur taxes.
- These documents may not adequately address DAO's legal concerns.
- These documents are long and may be difficult to read.

Timeline

These documents should be implemented once this proposal is ratified, only to be removed when superseded or amended by another proposal seeking to do the same.

Snapshot Consensus by the DAO Members

Whereas the DAO through its Members voted to adopt the following actions via Snapshot and resolved as follows:

RESOLVED: That the **Guiding Principles** are hereby adopted as the Guiding Principles;

RESOLVED FURTHER: that the **Code of Conduct** is hereby adopted as the Code of Conduct;

RESOLVED FURTHER: that the **Terms of Service** is hereby adopted as the Terms of Service;

RESOLVED FURTHER: that Member **benreed.eth** shall serve as the **DAO's Authorized Member** and its **Secretary**, to serve until his respective successor is duly elected and qualified.

RESOLVED FURTHER: that Member **tankbottoms.eth** shall serve as an **Authorized Member** to serve until his respective successor is duly elected and qualified.

The Authorized Member, **benreed.eth**, **tankbottoms.eth** and the Service Provider are hereafter referred to together as the **Service Providers**.

RESOLVED FURTHER: that the Certificate of Adoption of the DAO Organizational Documents, labelled Exhibit A, by **benreed.eth**, the DAO's Secretary, and submitted to Snapshot Consensus is hereby approved.

RESOLVED FURTHER: that, in accordance with the powers of the Members specified in the Guiding Principals, the Service Providers of the DAO are authorized to execute and deliver any agreement in the name of the DAO and to otherwise obligate the DAO with respect to the purpose of the DAO, within general guidelines and budgets approved by the Members; however, the Members, or the Service Providers, may adopt from time to time specific limitations on the authority of such an **Authorized Member**.

RESOLVED FURTHER: That the **Authorized Member** of the DAO in consultation with the Service Providers are authorized and directed to execute, verify and file all documents, and to take whatever actions, that are necessary or advisable to comply with all state and federal laws.

RESOLVED FURTHER: That the Service Providers are authorized to apply for a federal employer identification number on Form SS-4 for any contemplated DAO affiliate entities.

RESOLVED FURTHER: That the Service Providers are authorized to direct the responsible attorneys,





paralegals and, or assistants or consultants of dao-lawfirm.eth, or counsel for the DAO, to submit on behalf of the DAO, and any affiliate entities, an online application for a federal employer identification number on Form SS-4.

RESOLVED FURTHER: That the **Service Providers** of the DAO are each authorized and empowered to take any and all such further action, to execute and deliver any and all such further agreements, instruments, documents and certificates and to pay such expenses, in the name and on behalf of the DAO, as any of each of the **Service Providers** may deem necessary or advisable to effectuate the purposes and intent of the resolutions hereby adopted, the taking of such actions, the execution and delivery of such agreements, instruments, documents and certificates and the payment of such expenses by any such **Service Providers** to be conclusive evidence of his or her authorization hereunder and the approval thereof.

RESOLVED FURTHER: That any and all actions taken by the **Service Providers** of the DAO to carry out the purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified and confirmed. As used in this document, the words "herein," "hereof," "hereby" and "hereunder" shall refer to this document as a whole, and not to any particular section, provision, or subdivision of this document.

This action by the DAO Member by Snapshot vote shall be effective as of the date the DAO Entities receives the consent of the DAO at the end of the Snapshot vote. This action by the DAO Members consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action.

Authors

1. [0x30670D81E487c80b9EDc54370e6EaF943B6EAB39](#)
2. [0x5d95baEBB8412AD827287240A5c281E3bB30d27E](#)

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LEGAL-TOOLS

DAOLABS

Connect Wallet



Adopt the Governance and Multisig Processes

Author: tankbottoms.eth, filipv.eth
Date: 2022-08-23

Thesis

Adopt the DAO's Governance Process and the DAO Multisig Process, attached hereto as Exhibits A and B.

Motivation

The DAO requires formal initialization; adopting these processes will:

- establish an agreement between the DAO's Members;
- enable governance utility for the DAO's NFTs;
- grant contributors a voice in the DAO's decision making processes;
- formalize the DAO's ratification of proposals;
- remove all information asymmetry; and,
- serve as a lightning rod with regards to the DAO's legal status, treasury management, budgeting, and more.

Perhaps most importantly, this adoption will bootstrap the development of the DAO's vision.

Specification

Ratify and adopt the DAO Governance Process and the DAO Multisig Process.

Adopt the Governance and Multisig Processes

Thesis

Motivation

Specification

Rationale

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Snapshot Consensus by the DAO Members

Authors

Update the DAO's Snapshot spaces, docs, Discord server, and other relevant resources to reflect these changes.

Rationale

The Governance Process:

- is simple, unambiguous, and inclusive, inviting wide participation;
- takes place in public. The antithesis of information asymmetry fostering accountability;
- leaves complexity to individual proposals, allowing the DAO to be adaptable. The process can be amended to meet the DAO's needs over time;
- lays the groundwork for expanding the Multisig; and,
- accelerates the DAO's community towards onchain governance.

The Multisig Process:

- is technically superior, cost effective and robust versus non blockchain corollaries;
- promotes the DAO's deference towards code and smart contracts;
- decentralizes accounting control, traditionally under a single individual's purview, i.e. chief financial officer;
- immune from meatspace accounting shenanigans e.g. See Exhibit A;
- prioritizes community and contributors participation; and,
- requires continual evaluation of expansion and succession planning by Multisig participants.

Both processes individually and in tandem are superior to traditional inefficiencies with meatspace governance, in addition to cronyism, nepotism, and forms of information asymmetry without sacrificing safety, security, or efficiency. Instead, the above processes are dispassionate and seek to reduce trust between the parties. The Service Provider, dao lawfirm.eth, will ensure the DAO's interests remain prophylactic.

Risks

- These processes rely on the sound distribution of NFEs as well as diverse Multisig Membership

- Poor decision making, non-constructive feedback, bad proposals, and lopsided participation could lead to poor outcomes.
- Proposals may take several weeks to pass, meaning the DAO must delegate day-to-day complexities.
- While purposeful, the proposal process has high thresholds, meaning only well-liked proposals will pass.
- Errors in decision making and coordinated malicious behavior by Multisig Members could yield catastrophic outcomes.
- Both processes inherits known weaknesses in democracy, herd mentality, illogical emotional behaviors, financial motivations fueled by greed, vote trading and other governance fragmentation risks.
- Unforeseen complexities with diametrically opposed views, interests, and motivations between the DAO's diverse or concentrated Membership.
- Numerous force majeure or geopolitical events, systemic existential crisis, widespread health and economic calamities each could further destabilize the DAO's governance and Multisig processes.



Timeline

After this proposal is ratified via Snapshot vote in the DAO's Consensus Space, it should be remain in effect, only to be removed when superseded or amended by another proposal.

Snapshot Consensus by the DAO Members

Whereas the DAO through its Members voted to adopt the following actions via Snapshot and resolves as follows:

RESOLVED: That the Governance Process is hereby adopted.

RESOLVED FURTHER: That the Multisig Process is hereby adopted.

RESOLVED FURTHER: That the DAO's Snapshot Spaces and other resources must be updated to reflect these changes.



RESOLVED FURTHER: That the **Service Providers** of the DAO are each authorized and empowered to take any and all such further action, to execute and deliver any and all such further agreements, instruments, documents and certificates and to pay such expenses, in the name and on behalf of the DAO, as any of each of the **Service Providers** may deem necessary or advisable to effectuate the purposes and intent of the resolutions hereby adopted, the taking of such actions, the execution and delivery of such agreements, instruments, documents and certificates and the payment of such expenses by any such **Service Providers** to be conclusive evidence of his or her authorization hereunder and the approval thereof.

RESOLVED FURTHER: That any and all actions taken by the **Service Providers** of the DAO to carry out the purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified and confirmed. As used in this document, the words "herein," "hereof," "hereby" and "hereunder" shall refer to this document as a whole, and not to any particular section, provision, or subdivision of this document.

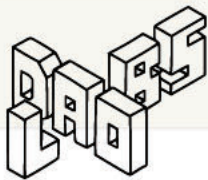
This action by the DAO Member by Snapshot vote shall be effective as of the date the DAO Entities receives the consent of the DAO at the end of the Snapshot vote. This action by the DAO Members consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action.

Authors

1. [0x30670D81E487c80b9EDc54370e6EaF943B6EAB39](#)
2. [0x5d95baEBB8412AD827287240A5c281E3bB30d27E](#)

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LEGAL-TOOLS

DAOLABS

Connect Wallet



Initial Treasury Diversification

Authors: tankbottoms.eth, filipv.eth

Date: 2022-08-23

Thesis

The DAO Multisig at
0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6 shall:

- Swap 1,000,000 DAI¹ for ETH²;
- Swap 10,000,000 DAI for cDAI³; and,
- Swap 1,000 ETH for Lido stETH⁴.

Abstract

On August 9, 2022, ETH was worth 1,775.348 USD.⁵

The DAO treasury holds the following assets:

| Asset | Amount | Amount in USD | Percentage of Total |
|-------|------------|---------------|---------------------|
| DAI | 13,929,850 | ~\$13,909,166 | 85.58% |
| ETH | 1,318.5573 | ~\$2,341,991 | 14.41% |

Prior to June 18, 2022, the DAO had ~869 ETH, acquired at an average price of 2,875 USD. Between June 18, 2022 and June 30, 2022, the DAO acquired 450,000 USD worth of ETH at a price of ~~\$900~~-\$1030 per ETH, acquiring a

Initial Treasury
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Lido stETH

Compound cDAI

ETH

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total of ~448 ETH, currently worth ~\$798,259, bringing the average cost per ETH to ~\$2,122. The DAO is invested in the long term success of the Ethereum ecosystem and is willing to hold ETH over the long term.

The contributions to the Gnosis were recorded by Ethereum and are available in [markdown here](#).

Sheets

These and future treasury actions will be documented in the DAO [Google Sheets](#), which will be updated with the token allocations by address. Sheets of expenses will be updated with as they are submitted.

The DAO made steps to diversify its treasury in [MIP-001 - Emergency Proposal to Convert 550k DAI into ETH via Uniswap, Curve or 0x](#). Further treasury information and documentation of expenses incurred can be found in the DAO's Accounting Spreadsheets.

Motivation

The DAO could earn interest on its assets by investing in ETH, cDAI, and stETH. The DAO has held the vast majority of its assets since February, 2022 and has not earned any interest to date. At a minimum, the DAO should provide assets to non controversial protocols which have been mainstays of the Ethereum ecosystem while also staking in preparation for Ethereum 2.0.

Specification

The Multisig may make reasonable modifications to this specification.

Lido stETH

The DAO Multisig to:

- Wrap 1,000 ETH (exchange 1,000 ETH for 1,000 Wrapped ETH at [0xC02aaA39b223FE8D0A0e5C4F27eAD9083C756Cc2](#)).
- Create a limit order (using the 0x Protocol via [matcha.xyz](#)) to buy up to 200 wETH worth of stETH with a 7-day expiry. The limit price should be the 24-hour moving average wETH price of stETH at the

time of the transaction's queuing. Repeat this step until the DAO has swapped 1,000 ETH for

stETH, exchanging a maximum of 200 ETH within any given 7 day period.



Compound cDAI

The DAO Multisig to:

- Create a limit order (using the 0x Protocol via matcha.xyz) to buy up to 1,000,000 DAI worth of cDAI with a 7-day expiry. The limit price should be the 24-hour moving average DAI price of cDAI at the time of the transaction's queuing. Repeat this step until the DAO has swapped 10,000,000 DAI for cDAI, exchanging a maximum of 1,000,000 DAI within any given 7 day period.

ETH

The DAO Multisig to:

- Create a limit order (using the 0x Protocol via matcha.xyz) to buy up to 200,000 DAI worth of wETH with a 7-day expiry. The limit price should be the 24-hour moving average DAI price of wETH at the time of the transaction's queuing. Repeat this step until the DAO has swapped 1,000,000 DAI for ETH, exchanging a maximum of 100,000 DAI within any given 7 day period.
- Unwrap the ETH (exchange Wrapped ETH for ETH).

Rationale

- ETH, Lido stETH, and Compound cDAI are all established and well-tested assets.
- By holding yield-bearing assets, the DAO will extend its runway.
- Using the 0x Protocol will minimize slippage and gas fees associated with exchanges of this size.
- A "DCA" strategy minimizes risk from market fluctuations and reduces slippage.
- Multisig discretion allows the Multisig to respond in the event of severe market shifts.
- Limit orders mitigate risk from short-term price fluctuations.

RISKS

The DAO assets will be exposed to:

- Market fluctuations affecting ETH, wETH, stETH, and cDAI.
- Institutional risks affecting the Ethereum Foundation, Compound Finance and Lido DAO.
- Smart contract risk affecting cDAI and stETH.
- Slashing risks associated with stETH.
- Risk associated with coordinated oracle attacks.
- Risks inherent to the Ethereum ecosystem and the consensus layer merge, including bugs and a failure to reach required merge adoption levels.



Timeline

The DAO Multisig is authorized to execute the specification for one hundred (100) days after this proposal has passed. The DAO Multisig may not extend this period beyond 100 days, without passing a new proposal.

Snapshot Consensus by the DAO Members

Whereas the DAO through its Members voted to adopt the following actions via Snapshot and resolves as follows:

RESOLVED: That DAO Multisig at 0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6 shall swap **1,000,000 DAI** for ETH, swap **10,000,000 DAI** for cDAI, and swap **1,000 ETH** for Lido stETH in accordance with the specification of this proposal.

RESOLVED FURTHER: That the **Service Providers** of the DAO are each authorized and empowered to take any and all such further action, to execute and deliver any and all such further agreements, instruments, documents and certificates and to pay such expenses, in the name and on behalf of the DAO, as any of each of the **Service Providers** may deem necessary or advisable to effectuate the purposes and intent of the resolutions hereby adopted, the taking of such actions, the execution and delivery of such agreements, instruments, documents and certificates and the payment of such expenses by any such **Service Providers** to be conclusive evidence of his or her authorization hereunder and the approval

thereof.

RESOLVED FURTHER: That any and all actions taken by the **Service Providers** of the DAO to carry out the purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified and confirmed. As used in this document, the words "herein," "hereof," "hereby" and "hereunder" shall refer to this document as a whole, and not to any particular section, provision, or subdivision of this document.

This action by the DAO Member by Snapshot vote shall be effective as of the date the DAO Entities receives the consent of the DAO at the end of the Snapshot vote. This action by the DAO Members consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action.

Authors

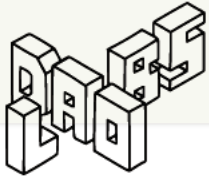
1. [0x30670D81E487c80b9EDc54370e6EaF943B6EAB39](#)
2. [0x5d95baEBB8412AD827287240A5c281E3bB30d27E](#)

Footnotes

1. MakerDAO's DAI, on the Ethereum Mainnet at [0x6B175474E89094C44Da98b954EedeAC495271d0F](#). ↵
2. Ether, on the Ethereum Mainnet. ↵
3. Compound Finance's Compound DAI (cDAI), on the Ethereum Mainnet at [0x5d3a536E4D6DbD6114cc1Ead35777bAB948E3643](#). ↵
4. Lido DAO's Lido Staked ETH (stETH), on the Ethereum Mainnet at [0xae7ab96520DE3A18E5e111B5EaAb095312D7fE84](#). ↵
5. United States Dollar. ↵

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LEGAL-TOOLS

DAOLABS

Connect Wallet



Bootstrap Product Development

Authors: tankbottoms.eth, filipv.eth

Date: 2022-08-23

Thesis

Transfer 1,750,000 DAI from the DAO Multisig¹ to the Developer Multisig² to bootstrap product development, funding 4 months of product development and minimal operations including:

- product development and development expenses;
- tooling, documentation, and operational structures;
- recruiting costs for a product program manager and meatspace entity management;
- legal and accounting services;
- community-building resources; and,
- branding and design work.

1. This payout includes retroactive reimbursements and covering expenses borne by **dao-lawfirm.eth**, **tankbottoms.eth**, and **ryan-breslow.eth**.
2. This payout includes retroactive compensation to **tankbottoms.eth** and a number of development individuals.
3. This payout includes up to **\$250,000.00** to opportunistically purchase Juicebox Governance (JBX).
4. This payout includes ongoing expenses borne by **dao-lawfirm.eth** and **tankbottoms.eth** such as subscription services, hosting providers, Web3 providers, Fleek and other online services.

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Snapshot Consensus by the DAO Members

Authors

Motivation

Currently, payouts are primarily managed by **tankbottoms.eth**, his private company Meow, and **dao-lawfirm.eth**, sometimes via advances from **ryan-breslow.eth**. This process is time consuming, cumbersome, and difficult to manage.



Specification

Multisig

The DAO Multisig shall transfer 1,750,000 DAI to developer.movedao.eth (0x2187e6a7c765777d50213346F0Fe519fCA706fbD), a Gnosis Safe which has the following five signers:

1. 0x752515a3A1091b9f1c04416CF79D1F14d2340085 (*dao-lawfirm.eth*)
2. 0x468f178672C86bFA02e5E1B0413C3ccf55A37409
3. 0x550bD0F03580B9a687931af4d837F8e45D61d410
4. 0xDbE76F6ae97dFD5bdd1D7DAD8972740d18aB2b57
5. 0x746cf650d4E5431474E8D4E2d5B6Bbe53772b498

Proposed Budget

See the Proposed Budget, attached hereto as Exhibit A, and the Google Sheets. This documents are high-level overviews and are subject to change.

Utilization

Both the developer and business development budgets shall be utilized at the discretion of **tankbottoms.eth** and **jimmyethworld.eth**, with oversight from the Service Providers, including **dao-lawfirm.eth**. Additional signers will be added after a probationary period of ~30-90 days to ensure that the DAO's interests are being represented.

Business development and Operations will be managed by the development team. DAOLABS entities will be established to operate the DAO affiliates as to ensure that effective governance, accounting regulations, and property agreements are in place and enforced.

Entities



The DAO and its advisors have agreed to utilize multiple partnered legal entities:

1. The DAO will fulfill non-profit functions, provide public goods, and have non-exclusive rights to intellectual property associated with the product. This implementation will be branded Movement DAO.
2. DAOLABS, LLC will retain intellectual property developed to date and engage with development staff.
3. This intellectual property will be licensed to DAOLABS, Inc: a for-profit corporation which will fulfill for-profit functions of the product. This includes collaborating with payment processor providers, cryptocurrency on-ramp and off-ramp providers, and other data services. DAOLABS, Inc will distribute options to individual contributors and stock to financial contributors, including potential future investors.

The Service Providers will create these entities, governance, and develop processes for ongoing governance, of while some portion of the above budget will be used for reimbursements of expenses, legal fees, and other costs. Upon completion of the entity formation the Service Providers will staff the entities with advisors, and board Members in order to establish proper governance.

Rationale

The development team will be funded by this proposal have already created multiple dapps with feature sets relevant to the DAO platform:

Core features

- The Treasury Juicebox Multisignature Wallet. This frontend and backend constitute a complete re implementation of the Peel developed Juicebox frontend. Not only does it feature several experimental features built from scratch it also compiles to a fraction of the Peel frontend's size, and is implemented from the ground up as Svelte components. Due to Peel's structure, it would be impossible to secure agreements with all the contributors of the existing code base and thus DAOLABS would be unable to apply any copyright or dictate terms of use, including CC0

- The Identity Juicebox Multisignature features an expansive identification feature set. It allows users to connect with multiple Ethereum Cryptocurrency wallets, Phone based SMS authentication, Google, custom e-mail, Facebook, GitHub, Twitter, or to connect anonymously. By adding multiple authentication services, users can generate simplify the need to understand Cryptographic keys and instead default into a custodial Cryptocurrency account. This Dapp also employs multi-party computation to secure a wallet's seed phrase and private keys, transmits shards to two restoration services, and integrations to connect existing Gnosis Safes or to deploy new ones, each from a single Wallet provider. Additionally, this frontend provides Cryptocurrency on-ramps and off-ramps through credit cards, debit cards, and ACH transfers; Bolt payments was used for the credit/debit card integrations, as well as Wyre for fiat to Cryptocurrency transfers.
- Membership NFT, Juicebox DAO is a Juicebox frontend tailored towards creating treasuries funded by customizable tiered Membership NFTs. This frontend builds upon earlier work at nft.juicebox.wtf. This demonstrates focused onboarding scenarios and experiences for users, in attempts to simplify the onboarding process and thus the technical complexities of token system.
- Bleeding-Edge is a Juicebox Protocol frontend featuring customizable user pages and multiple no-code NFT collection creation workflows. This highlights tooling for DAOs and individuals to quickly and easily create content and deploy assets by which revenue may stream through a number of avenues: wallet, split contracts, and treasuries.
- Staging Juicebox features further experimental features, such as a scrolling homepage and a project category selection menu. Usually this is the testing environment for juicebox.wtf and fully tested features.



Additional Experiments

- tiles.wtf is a re-implementation of tiles.art, which was an infinite generative NFT art project. tiles.wtf improves upon tiles.art by creating the

art entirely on the Ethereum blockchain as SVG files (as opposed to using an API service), and

also implementing a Juicebox treasury dashboard and donations page.

- Juicebox Matic is a re-implementation of juicebox.money on the Polygon blockchain.



These prototype dapps demonstrate the domain-specific expertise and skill of the prospective development team.

Risks

- Transparent operation of the DAO is not certain or guaranteed.
- A Juicebox Protocol DAI terminal has not been deployed to mainnet, meaning these funds must be managed by Multisig wallets.
- These funds may not be ideally distributed.
- These funds may be more useful later on.
- The DAO is delegating major responsibility by approving a budget for 3 months.

Snapshot Consensus by the DAO Members

Whereas the DAO through its Members voted to adopt the following actions via Snapshot and resolves as follows:

RESOLVED: That the DAO Multisig transfer of 1,750,000 DAI to the Developer Multisig (hereinafter, "Bootstrap Payment") is hereby adopted and approved;

FURTHER RESOLVED: That the Service Providers are authorized to pay and reimburse past expenses associated with incorporation, organization, development, engineering compensation, subscriptions, and other expenses of the DAO and the DAO's affiliate entities, including without limitation expenses incurred prior to the formation and/or incorporation of the entities.

RESOLVED FURTHER: That each Service Provider, Authorized Member, and agent of the DAO is hereby jointly and severally authorized to do any act, matter, or thing, and to execute and deliver any other document



as he or she may deem necessary, advisable, or incidental, in connection with the preceding specification, and other sections herein, or any related documents, and to perform or resolve the obligations of the DAO, or its affiliates.

RESOLVED FURTHER: That the Service Providers (including Authorized Member and Secretary **benreed.eth**), in accordance with commensurate powers, are authorized to execute and deliver any agreement in the name of the DAO and to otherwise obligate the DAO with respect to the purpose of the DAO, within general guidelines and budgets approved by the Members; however, Actions by the DAO Snapshot Consensus by the Members may enact specific limitations on the authority of the Service Provider from time to time.

RESOLVED FURTHER: That a portion of the Bootstrap Payment will be used to reimburse DAO expenses or past obligations paid by **dao-lawfirm.eth**, **tankbottoms.eth**, and **ryan-breslow.eth**, is hereby adopted;

RESOLVED FURTHER: That the Authorized Members are authorized to determine whether to elect to apply Section 248(a) of the Internal Revenue Code with respect to any organizational expenditures.

RESOLVED FURTHER: That the Service Providers are authorized to consult with their bookkeepers, auditors and attorneys in order to be fully informed as to, and to collect and pay promptly when due, all withholding taxes for which the Service Providers, Authorized Members, the DAO, or affiliate entities may now be (or hereafter become) liable.

RESOLVED FURTHER: That the Service Providers are authorized to take any and all actions that they deem necessary or appropriate to qualify the DAO, and its affiliate entities to do business as a foreign corporation in each state that the **Authorized Members** determine such qualification to be necessary or appropriate.

RESOLVED FURTHER: That the Service Providers are authorized to apply for a federal employer identification number on Form SS-4.

RESOLVED FURTHER: That the Service Provider are authorized to direct the responsible attorneys, paralegals and, or assistants or consultants of dao-

lawfirm.eth, or counsel for the DAO, to submit on behalf of the DAO, and any affiliate entities, an

online application for a federal employer identification number on Form SS-4.

RESOLVED FURTHER: That the Service Providers are authorized and directed to solicit the consent of the Members to the adoption of equity incentive plans and to file the appropriate notices with the applicable state and federal securities authorities in connection with the issuance of options, at such time as such actions may be necessary or advisable in order to comply with applicable law.

RESOLVED FURTHER: That the Service Providers be, and each of them hereby is, authorized and empowered to take any and all such further action, to execute and deliver any and all such further agreements, instruments, documents and certificates and to pay such expenses, in the name and on behalf of the DAO, existing affiliates entities, contemplated affiliate entities, or such an Authorized Member, as any such Authorized Member may deem necessary or advisable to effectuate the purposes and intent of the resolutions hereby adopted, the taking of such actions, the execution and delivery of such agreements, instruments, documents and certificates and the payment of such expenses by any such Authorized Member to be conclusive evidence of his or her authorization hereunder and the approval thereof.

RESOLVED FURTHER: That any and all actions taken by the Service Providers to carry out the purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified and confirmed.

This action by the DAO Member by Snapshot vote shall be effective as of the date the DAO Entities receives the consent of the DAO at the end of the Snapshot vote. This action by the DAO Members consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action.

Authors

1. 0x30670D81E487c80b9EDc54370e6EaF943B6EAB39
2. 0x5d05b2FRR2A12AD272872A0A5c281E2bR20d27F

2. 0x30330d6d8412hd02/28/240h3c281L30d30u2/L

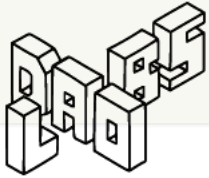
Footnotes



1. The DAO Multisig is a Gnosis Safe at 0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6 on the Ethereum Mainnet. ↵
2. The Developer Multisig is a Gnosis Safe at 0x2187e6a7c765777d50213346F0Fe519fCA706fbD on the Ethereum Mainnet. ↵

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LEGAL-TOOLS

DAOLABS

Connect Wallet



Adopt Actions

Author: tankbottoms.eth, filipv.eth
Creation Date: 2022-08-23

1. Thesis

At the behest of the DAO's concern, and in concurrence with the views of **dao-lawfirm.eth**, the Service Provider is responsible for aiding the DAO in initializing the Delaware Unincorporated Nonprofit Association, the intellectual property licensing entity, DAOLABS, LLC., and the for-profit entity, DAOLABS, Inc.

The DAO Members hereby ratify and approve all activities by the Service Provider taken in the furtherance of organizational and governance construction of the DAO and DAO affiliate entities, including the processing and execution of documents between shareholders, consultants, third parties, and directors. The DAO Members hereby ratify and approve all Service Provider actions and intentions for prior activities and for future activities and expenses related to these entities, their organization, and their governance.

2. DAOLABS Group

The DAO hereby ratifies the establishment of the following affiliates: **DAOLABS, LLC.**, **DAOLABS, INC.** and any permutations thereof, as well as the establishment of **PeaceDAO Unincorporated**

Adopt Actions

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 2. DAOLABS Group
 3. Abstract
 4. Authorization of Meatspace Activities
 5. Indemnification of the DAO Service Provider and Certain Individuals
 6. Ratifications of Prior Disbursements
 7. Clarification
 8. Ratification of Future Disbursements
 9. Timeline
- Snapshot Consensus by the DAO Members
- Ratification of Prior Expenses
- Further Indemnification
- Omnibus Resolutions
- Authors

Establishments of PeaceDAO, Unincorporated Nonprofit Association, and Movement DAO.

This proposal ratifies the actions of the Service Provider, insofar as to formalize the entities as either a Washington or Delaware entity, to establish the DAO's banking account, the employment agreements of these entities, and to establish the licensing relationship and consulting agreements between the entities, including **DAOLABS, LLC, DAOLABS, Inc., Movement DAO, and Peace DAO**, and any permutations thereof, together which are referred to herein as the "**DAO Group**" or "**DAO affiliates**". The Unincorporated Nonprofit Association structure is sufficient for the purposes of PeaceDAO and Movement DAO.



3. Abstract

The DAO Members should ratify the indemnification of certain individuals who have acted on behalf of the DAO in various capacities: legal and accounting, including the disbursing of funds at the behest of other Members and the community and for the benefit of the DAO.

4. Authorization of "Meatspace" Activities

Authorize **tankbottoms.eth, benreed.eth, jimmyethworld.eth,**¹ and the individuals, entities, addresses, and contracts mentioned in the Guiding Principals § 7. *Clarification* to act on the DAO Group's behest, ratified by the DAO Members, with all matters related to establishing legal entities, financial registration, and registration with any regulatory bodies or financial institutions, and fully authorize the aforementioned Members in all matters in furtherance of these activities. Furthermore, the DAO Group requires onboarding and accounting relationships with third party Cryptocurrency processor companies, intellectual property matters, and other matters related to the inter-group relationship with financing, intellectual property licensing, copyright and registration, and regulatory activities associated with any

significant fundraising activities. Future issuance of tokens, options, and stock are also authorized.

It is anticipated that the entities within the DAO Group will be registered in various jurisdictions including the States of Washington, Florida, and Delaware, as well as the British Virgin Islands. Nonetheless, the individuals referenced above are further authorized to take any action in furtherance of establishing banking relationships with various parties.

5. Indemnification of the DAO Service Provider and Certain Individuals

Pursuant to the needs of the DAO in meatspace, aka IRL, with regards to the aforementioned: The DAO will indemnify the above individuals for any and all costs, fees, expenses, and liabilities incurred in the performance of their duties as a DAO Member, and/or DAO Service Provider, and/or DAO Affiliate.

Service Providers, DAO Members, and agents shall not be liable to the DAO, and shall be indemnified and held harmless for any loss or damage resulting from any act or omission performed or omitted in good faith, including gross negligence or willful misconduct, in pursuance of the authority granted to pursue the purpose and interests of the DAO. Moreover, no authorized individual shall be liable to the DAO because any taxing authorities disallows or adjusts any deductions or credits in the DAO tax returns. The Service Provider may authorize the DAO to pay expenses incurred by, or to satisfy a judgment or fine rendered or levied against that Member, any liquidating trustee or any present or former employee of the DAO, in an action brought by a third party against such person (whether or not the DAO is joined as a party defendant) to impose a liability or penalty on such person for an act alleged to have been committed by such person while a Member, liquidating trustee or employee of the DAO, provided the person to be indemnified was acting in good faith within what he reasonably believed to be the scope of his



he reasonably believed to be the scope of his employment or authority and for a purpose which he reasonably believed to be in furtherance of

the purpose and best interests of the DAO. Payments authorized by this paragraph include amounts paid and expenses incurred in settling such an action or threatened action. The indemnification authorized by this paragraph shall be made from the assets of the DAO and no Member shall be personally liable to an indemnitee. This paragraph shall inure to the benefit of the Member and any future employees and agents of the DAO (including any liquidating trustee) and their respective Members, agents, successors and assignees.

6. Ratifications of Prior Disbursements

The DAO and its Members do hereby ratify and affirm each and every action undertaken by the Service Provider on behalf of the DAO wherein said DAO has full knowledge of said act and wherein the act has been fully and accurately stated and explained to the DAO. The DAO and its Members are fully aware of every transaction and contemporaneous events and circumstances and

7. Clarification

BY RATIFYING THIS PROPOSAL, YOU ARE AFFIRMING THAT THE DAO WILL INDEMNIFY THE FOLLOWING INDIVIDUALS, ENTITIES, CONTRACTS, AND ADDRESSES, AS WELL AS ANY ASSOCIATED SIGNERS, ADDRESSES, CONTRACTS, INDIVIDUALS, OR ENTITIES FOR ANY AND ALL COSTS, FEES, EXPENSES, AND LIABILITIES INCURRED AS A DAO MEMBER, AND/OR DAO SERVICE PROVIDER, AND/OR DAO AFFILIATE:

| Address |
|---|
| <u>0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6²</u> |
| <u>0x752515a3a1091b9f1c04416cf79d1f14d2340085³</u> |
| <u>0x5d95baebb8412ad827287240a5c281e3bb30d27e⁴</u> |

0xf8042c55fe4dff9df82c0f8435fbc32fe60a690xE41188926607921763D25392475f1156AC5f9033**Address**0x468f178672C86bFA02e5E1B0413C3ccf55A374090x550bD0F03580B9a687931af4d837F8e45D61d4100xDbE76F6ae97dFD5bdd1D7DAD8972740d18aB2b570x746cf650d4E5431474E8D4E2d5B6Bbe53772b4980xD2427c0e44D28Ea74c0504E072c6073d135569B20x8C00f41676Ce4670ae9FcBBF297a24736dc23cc3

By ratifying this proposal, you attest that you have familiarized yourself with pertinent on-chain and off-chain transactions, contract-transactions, internal transactions, swaps, and the activities and expenses carried out by those individuals and addresses mentioned above.

You also agree that any actions taken by the above listed individuals, accounts, Multisig contracts, in each case for itself or on behalf of the DAO, in connection with the development of cryptocurrency tooling, recruiting, cryptocurrency experimentation, supporting the purpose of the DAO or its Members, interacting with exchanges, contributing to protocols, swapping tokens, purchasing or selling NFTs, deploying contracts, the utilization of meatspace bank accounts, the depositing of monies into such accounts, the obtaining of accounts or Membership licenses on behalf of the DAO (e.g. Hosting services, Fleek, Notion, Cloudflare, Digital Ocean, Google, Apple), and any actions related thereto are hereby confirmed and ratified in all respects, and that the Service Provider and their affiliates (e.g. **tankbottoms.eth**) and the DAO's agents, (e.g. **tankbottoms.eth**) shall be entitled to indemnity with respect to such actions.

8. Ratification of Future Disbursements



The DAO, by its Members hereby ratifies and approves a \$100,000.00 spending threshold for the Service Providers, including dao-lawfirm.eth and tankbottoms.eth, whereby prior verbal approval, initial signer, or governance approval is not necessary to spend up to 100,000 USD's worth of funds and cryptographic assets; however, notwithstanding any of the above, any such expenses must be accounted for separately.

9. Timeline

These processes should be implemented once this proposal is ratified, only to be removed when superseded or amended by another proposal.

Snapshot Consensus by the DAO Members

dao-lawfirm.eth of the Law Offices of Reed Yurchak, tankbottoms.eth, benreed.eth, and cptspacecadet.eth will hereafter be collectively referred to as the "Service Providers".

Ratification of Prior Expenses

RESOLVED: The DAO hereby adopts all prior acts related to agreements, and payments by the Service Providers.

FURTHER RESOLVED: That "Snapshot Consensus" by the DAO Members hereby ratifies all prior acts related to payments from the DAO or any Member wallet for the DAO or its Members, using fiat, Ethereum, or Stablecoins such as DAI, and through the Service Providers' Cryptocurrency accounts, through personal accounts, or through assigned Multisignature contracts, on behalf the DAO's Members or the DAO, for any and all expenses, including software development, research, or consulting services, at the behest of DAO Members whether to satisfy agreements, letters of intent, or contracts, as well as all other actions heretofore undertaken and performed on behalf of the DAO by the Service Providers, or Authorized Members, or by any agent **are hereby ratified, approved and confirmed in their entirety.** Members

approved and confirmed in their entirety. Members have been given all information, regarding each and every transaction from every account and

Multisignature wallets below, including all transactions personal, DAO related, or otherwise to any other Cryptocurrency account.

FURTHER RESOLVED: The DAO by its Members, individually and collectively, have been provided with all pertinent records, via Etherscan, associated with all the Ethereum addresses with which the DAO, or its Service Providers, operated or were involved in any transactions. The DAO, by its Members, hereby approve all transactions between the DAO, its Service Providers, to or from any address owned by the Service Providers. The DAO, by its Members, hereby ratify and affirm each and every transaction on behalf of the DAO, and have full knowledge of each transaction and the transactions were made fully and accurately as stated and explained in the records.

FURTHER RESOLVED: The DAO, by its Members, hereby ratify and approve ongoing reimbursements to the Service Providers for all reoccurring expenses which have continued to accrue since March or April of 2022, including software licenses, cloud computing resources, blockchain resources, consulting services, and other engineering expenses. The DAO hereby authorizes the Service Providers to convert fiat into Cryptocurrency and vice versa in the present, the future, and in the past, which may have incurred tax liabilities. The DAO has determined it is in the best interest of its Members to provide accounting services or reimbursements for accounting services to offset the complexity, overhead, and incurred expenses by the Service Providers.

FURTHER RESOLVED: That the DAO, through its Service Provider, is authorized to make payments to itself, dao-lawfirm.eth, and tankbottoms.eth for Cryptocurrency reimbursements associated with ongoing expenses which have continued to date, such as software subscriptions, development services, and individual and/or associated compensation.

FURTHER RESOLVED: All actions by the Service Providers from January 1, 2022 have been duly

PROVIDERS FROM JANUARY 1, 2022 HAVE BEEN FULLY presented to the Members in their entirety by way of the Ethereum address records below. The DAO,

by its Members ratify and affirm all actions by the Service Providers.



| ENS | ETH Address |
|----------------------------|--|
| developer.moved ao.eth | <u>0x2187e6a7c765777d50213346F0F e519fCA706fbD</u> |
| peace.movedao.e th | <u>0xD2427c0e44D28Ea74c0504E072c 6073d135569B2</u> |
| gnosis.dao- lawfirm.eth | <u>0x607d56643673649bd25AA47325A 7a6AFeffc3B4a</u> |
| - | <u>0x46D65c64E883f70371A6fcAcB12 4FB5dd68c9918</u> |
| - | <u>0x143cC0A996De329C1C5723Ee4F1 5D2a40c1203c6</u> |
| - | <u>0x1932494517F20EB03D652BfDCbA Bb42018337436</u> |
| - | <u>0x41e923B875aF2Cc72772747E9ef 2ed55c8df9D42</u> |
| - | <u>0x8C00f41676Ce4670ae9FcBBF297 a24736dc23cc3</u> |
| - | <u>0x8a97426C1a720a45B8d69E97463 1f01f1168232B</u> |
| dao-lawfirm.eth | <u>0x30670D81E487c80b9EDc54370e6 EaF943B6EAB39</u> |
| tankbottoms.eth | <u>0x5d95baEBB8412AD827287240A5c 281E3bB30d27E</u> |

FURTHER RESOLVED: That the Service Providers of this DAO are, and each acting alone is, hereby authorized to do and perform any and all acts, including execution of any and all documents and certificates, as said Service Provider(s) shall deem necessary or advisable to carry out the purposes of the resolutions herein.

Further Indemnification



FURTHER RESOLVED: The DAO, by its Members, hereby ratifies and approve that the DAO will provide the Service Providers indemnification, including advances of expenses arising out of any activities subject of the civil, criminal, administrative or investigative action, suit, or proceeding for which indemnification or advancement of expenses is sought. That the DAO, through its Service Providers, determines that it is in the best interest of the DAO, its affiliates, and its Members for the DAO to enter into indemnification agreements with its current and future Service Providers in substantially the form attached hereto: DAOLABS Form Indemnification Agreement. That the Service Providers or Authorized Members are authorized to execute and deliver an indemnification agreement with each of the DAO's current Service Providers, and with any future Service Providers of the DAO. That the Service Providers of the DAO are authorized to make modifications to such agreements in order to comply with applicable law.

RESOLVED FURTHER: That the Authorized Members are authorized to determine whether to elect to apply Section 248(a) of the Internal Revenue Code with respect to any organizational expenditures.

RESOLVED FURTHER: That the Service Providers are authorized to consult with bookkeepers, auditors and attorneys in order to be fully informed as to, and to collect and pay promptly when due, all withholding taxes for which the DAO and its affiliate entities may now be (or hereafter become) liable.

RESOLVED FURTHER: That the Service Providers are authorized and directed to solicit the consent of the eligible Members information related to the adoption of legal equity incentive plans and to file the appropriate notices with the applicable state and federal securities authorities in connection with the issuance of options, at such time as such actions may be necessary or advisable in order to comply with applicable law.

RESOLVED FURTHER: That, in accordance with the Guiding Principals, the Authorized Member

including principals, the authorized members together with the Service Provider, are authorized to execute and deliver any agreement

in the name of the DAO and to otherwise obligate the DAO with respect to the purpose of the DAO, within general guidelines and budgets approved by the Members; however, the Members may adopt from time to time specific limitations on the authority of Authorized Members or Service Providers.

RESOLVED FURTHER: That the Service Providers are authorized to execute and deliver any form of work product, draft board minutes, by instruction to legal counsel or other authorized representative to determine the size of the common stock pool, rate of issuance, and the terms of the adoption of the plan for the DAO affiliate entity. That Service Provider is authorized to deliver in any form the parameters of the common stock allocation, option pool, and investment allocation for the DAO affiliate entity.

RESOLVED FURTHER: That the "Service Providers" of the DAO are each authorized and empowered to take any and all further action to execute and deliver any and all such further agreements in the organization and governance between the DAO affiliate entities and the DAO, with regards to the inter-company licensing agreements.

Omnibus Resolutions

RESOLVED FURTHER: That the **Service Providers** of the DAO are each authorized and empowered to take any and all such further action, to execute and deliver any and all such further agreements, instruments, documents and certificates and to pay such expenses, in the name and on behalf of the DAO, as any of each of the **Service Providers** may deem necessary or advisable to effectuate the purposes and intent of the resolutions hereby adopted, the taking of such actions, the execution and delivery of such agreements, instruments, documents and certificates and the payment of such expenses by any such **Service Providers** to be conclusive evidence of his or her authorization hereunder and the approval thereof.





RESOLVED FURTHER: That any and all actions taken by the **Service Providers** of the DAO to carry out the purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified and confirmed. As used in this document, the words "herein," "hereof," "hereby" and "hereunder" shall refer to this document as a whole, and not to any particular section, provision, or subdivision of this document.

This action by the DAO Member by Snapshot vote shall be effective as of the date the DAO Entities receives the consent of the DAO at the end of the Snapshot vote. This action by the DAO Members consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action.

Authors

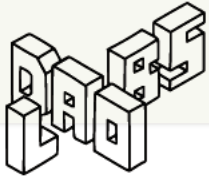
1. [0x30670D81E487c80b9EDc54370e6EaF943B6EAB39](#)
2. [0x5d95baEBB8412AD827287240A5c281E3bB30d27E](#)

Footnotes

1. Respectively,
[0x5d95baEBB8412AD827287240A5c281E3bB30d27E](#),
[0xf8042c55fE4dff9Df82c0F8435fbcdC32fe60A69](#),
and
[0xE41188926607921763D25392475f1156AC5f9033](#).
↵
2. The DAO Multisig wallet. ↵
3. dao lawfirm.eth. ↵
4. tankbottoms.eth, an Authorized Member. ↵

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LEGAL-TOOLS

DAOLABS

Connect Wallet



Adopt Banking Relationship Authorizations

Authors: tankbottoms.eth, filipv.eth
Date: 2022-08-23

Thesis

The DAO and its affiliates should establish traditional banking relationships so that those services can be integrated into its Dapp via API payment processors, thereby enabling payments in fiat currency; the DAO has integrated Bolt using internally generated API keys and Wyre API keys, both of which require traditional ACH accounts to connect and fulfill online account loading functions. Silicon Valley start-up services such as, **Ramp**, have business models where they offer "full-service" start-up services such as accounting management, including virtual cards by projects for expense management, cap-table, profit and losses, option and stock option turn-key packages and other organizational services normally left to the start-up. In order to be eligible for these types of services, the DAO or DAOLABS must have over \$250,000.00 in an ACH account and documentation regarding capital investments. ACH accounts are also required for the DAO to open a Coinbase or Robinhood account which would be necessary for any fiat to crypto currency exchanges.

In order for a financial institution to establish a banking relationship with the **DAO**, the **DAO** must be able to provide traditional documents including board resolution, or shareholder resolution, or the information contained in Exhibit A "Resolution to Open

Adopt Banking
Relationship
Authorizations

Thesis

Motivation

Resolution

Snapshot Consensus by
the DAO Members

Authors



Motivation

The DAO's fiat contributions are currently facilitated by the **DAO's Service Providers** including **dao-lawfirm.eth**, via manual funds transfers and conversion from Cryptocurrency to fiat and vice versa using personal Accounts, likely generating gains or unforeseen tax liability which will need to be mitigated.

Resolution

See Exhibit A. **RESOLUTION TO OPEN A BANK ACCOUNT**

Snapshot Consensus by the DAO Members

Whereas the DAO through its Members voted to adopt the following actions via Snapshot and resolves as follows:

RESOLVED: That the Service Provider, together with **dao-lawfirm.eth**, **tankbottoms.eth**, and **benreed.eth** shall be authorized on behalf of the DAO, and its Members, to establish a banking relationship with Chase Bank and other service providers to facilitate additional payment services required by the DAO.

RESOLVED FURTHER : That Service Providers are authorized to:

1. designate one or more banks or similar financial institutions as depositories of the funds of the DAO and its affiliate entities;
2. open, maintain and close general and special accounts with any such depositories;
3. cause to be deposited from time to time in such accounts, funds of the DAO Entities as they deem necessary or advisable, and to designate, or to change or revoke the designation of, the officers or agents of the DAO Entities authorized to make such deposits and to endorse checks, drafts and other instruments for deposit;
4. designate, or to change or revoke the designation of, the Service Provider or agents of the DAO

Entities authorized to sign or countersign checks, drafts or other orders for the payment of money of

the DAO Entities against any funds deposited in any of such accounts;

5. authorize the use of facsimile signatures for the signing or countersigning of checks, drafts or other orders for the payment of money, and to enter into such agreements as banks and similar financial institutions customarily require as a condition for permitting the use of facsimile signatures; and
6. make such general and special rules and regulations with respect to such accounts as they may deem necessary or advisable, and to complete, execute and certify any customary printed blank signature card forms in order to exercise conveniently the authority granted by this resolution, and any resolutions printed on such cards are deemed adopted as a part of this resolution.



RESOLVED FURTHER: That all form resolutions required by any such depository are adopted, and that the Service Provider, and agents are authorized to certify such resolutions as having been adopted by this action by Member vote.

RESOLVED FURTHER: That any such depository to which a certified copy of these resolutions has been delivered by the Authorized Member is authorized and entitled to rely upon such resolutions for all purposes until it receives written notice of the revocation or amendment of these resolutions.

RESOLVED FURTHER: That the Service Providers are authorized to consult with its bookkeepers, auditors and attorneys in order to be fully informed as to, and to collect and pay promptly when due, all withholding taxes for which the DAO Entities may now be (or hereafter become) liable.

RESOLVED FURTHER: That the **Service Providers** of the DAO are each authorized and empowered to take any and all such further action to execute and deliver any and all such further agreements, instruments, documents, and certificates and to pay such expenses in the name and on behalf of the DAO, as any of each of the **Service Providers** may deem necessary or advisable to effectuate the purposes and intent of the resolutions hereby

the purposes and intent of the resolutions hereby adopted, the taking of such actions, the execution and delivery of such agreements, instruments, documents,

and certificates, and the payment of such expenses by any such **Service Providers** to be conclusive evidence of his or her authorization hereunder and the approval thereof.

RESOLVED FURTHER: That any and all actions taken by the **Service Providers** of the DAO to carry out the purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified, and confirmed. As used in this document, the words "herein," "hereof," "hereby" and "hereunder" shall refer to this document as a whole, and not to any particular section, provision, or subdivision of this document.

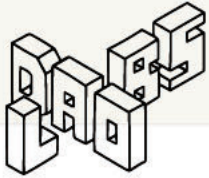
This action by the DAO Member by Snapshot vote shall be effective as of the date the DAO Entities receives the consent of the DAO at the end of the Snapshot vote. This action by the DAO Members consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action.

Authors

1. [0x30670D81E487c80b9EDc54370e6EaF943B6EAB39](#)
2. [0x5d95baEBB8412AD827287240A5c281E3bB30d27E](#)

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LEGAL-TOOLS

DAOLABS

Connect Wallet



Appoint a Treasury Committee

Authors: tankbottoms.eth, filipv.eth

Date: 2022-08-23

Thesis

Appoint a treasury committee to provide the community with monthly recommendations to leverage the DAO's endowment. This should instill confidence in the long-term success of the DAO's endowment, by which the DAO will stimulate growth of its ecosystem.

Motivation

The DAO has not taken advantage of intensive treasury management yet. By leveraging non-controversial investment and diversification strategies, the DAO can expand its runway while minimizing risks.

Specification

The initial treasury committee Members shall be:

| ENS | ETH Address |
|-----------------|---|
| tankbottoms.eth | <u>0x5d95baEBB8412AD827287240A5c281E3bB30d27E</u> |
| filipv.eth | <u>0x30670D81E487c80b9EDc54370e6EaF943B6EAB39</u> |
| jimmyethworld. | <u>0xE41188926607921763D25392475f1156AC</u> |

Appoint a Treasury Committee

Thesis

Motivation

Specification

Rationale

Risks

Timeline

Snapshot Consensus by the DAO Members

Authors

eth

5f9033 of 371



Rationale

Designating treasury management recommendations to a small group allows for focused, tightly scoped discussion. It will also allow these individuals to utilize and to continue building their domain specific expertise.

Risks

- As the DAO's assets are diversified, the DAO will inherit risks associated with new assets.
- The DAO may lose out on potential upside to ETH, DAI, or other assets it already holds.
- The treasury committee might make bad recommendations.
- Treasury management may distract from other focuses of the DAO.

Timeline

The initial treasury committee should provide recommendations within ~30 days of this proposal's ratification.

Snapshot Consensus by the DAO Members

Whereas the DAO through its Members voted to adopt the following actions via Snapshot and resolves as follows:

RESOLVED: That the above referenced persons are hereby elected and designated as **Treasury Committee Members** of the DAO. The Treasury Committee Member designation provides no office.

RESOLVED FURTHER: That the **Service Providers** of the DAO are each authorized and empowered to take any and all such further action, to execute and deliver any and all such further agreements, instruments, documents and certificates and to pay such expenses, in the name and on behalf of the DAO, as any of each of the **Service Providers** may deem necessary or advisable to effectuate

the purposes and intent of the resolutions hereby adopted, the taking of such actions, the execution and delivery of such agreements, instruments, documents and certificates and the payment of such expenses by any such **Service Providers** to be conclusive evidence of his or her authorization hereunder and the approval thereof.



RESOLVED FURTHER: That any and all actions taken by the **Service Providers** of the DAO to carry out the purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified and confirmed. As used in this document, the words "herein," "hereof," "hereby" and "hereunder" shall refer to this document as a whole, and not to any particular section, provision, or subdivision of this document.

This action by the DAO Member by Snapshot vote shall be effective as of the date the DAO Entities receives the consent of the DAO at the end of the Snapshot vote. This action by the DAO Members consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action.

Authors

1. [0x30670D81E487c80b9EDc54370e6EaF943B6EAB39](#)
2. [0x5d95baEBB8412AD827287240A5c281E3bB30d27E](#)

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LEGAL-TOOLS

DAOLABS

Connect Wallet



Snapshot Consent of the Members of the DAO

Authors: tankbottoms.eth, filipv.eth
Date: 2022-08-23

DAO, an Unincorporated Nonprofit Association, a Delaware entity, and DAOLABS, and other proposed DAO Entities

Definitions

Snapshot is a decentralized voting system which provides flexibility on voting power calculation, various voting types, the creation of proposals, and the off-chain verification of voters via the Ethereum blockchain, which enables easy to verify and hard to contest results enabling robust governance of unincorporated associations with large participation bases. Snapshot thereby enables diverse decentralized decision making, previously only possible through highly coordinated shareholder meetings, without any costs. The DAO and its affiliates entities use Snapshot in order to verify and calculate Membership consensus.

The undersigned, constituting the Members hereby adopt the following resolutions via Snapshot:

Ratification of Actions of the Service Providers

Snapshot Consent of the Members of the DAO

Definitions

Ratification of Actions of the Service Providers

Election of Additional Authorized Members and their Agents

Execution of Agreements Generally

Management of Fiscal Affairs Generally

Expenses Related to the Incorporation and its Organization

Withholding Taxes

Accounting Year

Qualifications to do Business

Employer Tax Identification Number

Omnibus Resolutions

The Collective Snapshot Consent of the Members of the DAO or DAO Member Actions

Authors



RESOLVED: The **Service Providers**, as defined by the Guiding Principals § 1699 (a)-(d); specifically as dao-lawfirm.eth, Attorney Reed Yurchak of the Law Offices of Reed Yurchak, and forensic blockchain engineer tankbottoms.eth. Every action that has been taken, authorized, unauthorized, and with respect to the DAO by the **Service Providers** including, but not limited to, the transfer of Cryptocurrency to and from Gnosis Multi-Signature Wallets, externally owned wallets, Coinbase, Robinhood, and any other addresses, i.e. Uniswap, Matcha, OpenSea, etc, the appointment of the Authorized Member, and any of their affiliates, together ("**Service Providers**"), authorship of any documents, agreements, documents, the filing of the Guiding Principles, the registering of the DAO's EIN, the establishment of any affiliates (such as any for-profit entities), including DAOLABS, Inc., DAOLABS LLC, Movement DAO, Peace DAO, and Treasury, are hereby ratified.

RESOLVED FURTHER: That **Benjamin Reed** (benreed.eth) is appointed to serve as the DAO's **Authorized Member**, to serve until his respective successor is duly elected and qualified.

Election of Additional Authorized Members and their Agents

RESOLVED FURTHER: That **Benjamin Reed** (benreed.eth), as well as any persons associated with the addresses below, are elected as **Authorized Members** and agents of the DAO, to serve until their respective successors are duly elected and qualified or until any such Member's earlier resignation or removal:

| Address |
|---|
| <u>0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6</u> |
| <u>0x752515a3a1091b9f1c04416cf79d1f14d2340085</u> |
| <u>0x5d95baebb8412ad827287240a5c281e3bb30d27e</u> |
| <u>0xf8042c55fe4dff9df82c0f8435fbcdc32fe60a69</u> |

| |
|---|
| <u>0xE41188926607921763D25392475f1156AC5f9033</u> |
| |
| Address |
| <u>0x468f178672C86bFA02e5E1B0413C3ccf55A37409</u> |
| <u>0x550bD0F03580B9a687931af4d837F8e45D61d410</u> |
| <u>0xDbE76F6ae97dFD5bdd1D7DAD8972740d18aB2b57</u> |
| <u>0x746cf650d4E5431474E8D4E2d5B6Bbe53772b498</u> |
| <u>0xD2427c0e44D28Ea74c0504E072c6073d135569B2</u> |
| <u>0x8C00f41676Ce4670ae9FcBBF297a24736dc23cc3</u> |



RESOLVED FURTHER: That the **Authorized Members** in consultation with the Service Provider or any legal counsel are authorized and directed to execute, verify, and file all documents, and to take whatever actions, that are necessary or advisable to comply with all state and federal laws, or that are taken on behalf of the DAO or at the behest of other Members.

Execution of Agreements Generally

RESOLVED FURTHER: That the Members determine that it is in the best interest of the DAO to enter into indemnification agreements, independent consulting agreements, innovations and assignments agreements, or a number of other agreements (including offer letters, employee nondisclosure and assignment agreements, confidentiality agreements, mutual confidentiality agreements, confidential materials release forms, and independent contractor services agreements) (together, "Agreements") with its current and future Service Providers, the **Authorized Members**, and agents in substantially in the form respectively attached hereto as Exhibits A, B, C, and D.

RESOLVED FURTHER: That the DAO is authorized to execute and deliver Agreements with each individual and with all future **Authorized Members**

RESOLVED FURTHER: That the **Authorized Members** are authorized to make modifications to such Agreements in order to comply with applicable law.



Management of Fiscal Affairs Generally

RESOLVED FURTHER: That the **Service Providers** and **Authorized Members** (together “**Service Providers**”) are authorized to:

- designate one or more banks or similar financial institutions as depositories of the funds of the **DAO, DAOLABS, TREASURY, PEACE DAO, MOVEMENT DAO and/or any other DAO affiliates** (together the “**DAO Entities**”);
- open, maintain and close general and special accounts with any such depositories;
- cause to be deposited from time to time in such accounts, funds of the DAO into the DAO Entities as they deem necessary or advisable, and to designate, or to change or revoke the designation of, the officers or agents of the DAO Entities authorized to make such deposits and to endorse checks, drafts and other instruments for deposit;
- designate, or to change or revoke the designation of, the **Service Provider** or agents of the DAO Entities authorized to sign or countersign checks, drafts or other orders for the payment of money of the DAO Entities against any funds deposited in any of such accounts;
- authorize the use of facsimile signatures for the signing or countersigning of checks, drafts or other orders for the payment of money, and to enter into such agreements as banks and similar financial institutions customarily require as a condition for permitting the use of facsimile signatures; and
- make such general and special rules and regulations with respect to such accounts as they may deem necessary or advisable, and to

complete, execute, and certify any customary printed blank signature card forms or online forms in order to exercise conveniently the authority granted by this resolution, and any resolutions printed on such cards or available in such online forms are deemed adopted as a part of this resolution.



RESOLVED FURTHER: That all form resolutions required by any such depository are adopted, and that the **Service Providers** and agents are authorized to certify such resolutions as having been adopted by this action by Member vote.

RESOLVED FURTHER: That any such depository to which a certified copy of these resolutions has been delivered by the **Authorized Member** is authorized and entitled to rely upon such resolutions for all purposes until it receives written notice of the revocation or amendment of these resolutions.

Expenses Related to the Incorporation and its Organization

RESOLVED FURTHER: That the **Service Providers** are authorized to pay and reimburse the expenses of incorporation and organization of the DAO Entities, and their affiliate, including without limitation expenses incurred prior to the incorporation of the DAO Entities.

RESOLVED FURTHER: That the **Authorized Members** are authorized to determine whether to elect to apply Section 248(a) of the Internal Revenue Code with respect to any organizational expenditures.

Withholding Taxes

RESOLVED FURTHER: That the **Service Providers** is authorized to consult with its bookkeepers, auditors and attorneys in order to be fully informed as to, and to collect and pay promptly when due, all withholding taxes for which the DAO Entities may now be (or hereafter become) liable.

Accounting Year

RESOLVED FURTHER: That the accounting year of the Company will end on December 31st of each year.

Qualifications to do Business

RESOLVED FURTHER: That the **Service Providers** are authorized to take any and all actions that they deem necessary or appropriate to qualify the DAO and its affiliate entities to do business as a foreign corporation in each state that the officers determine such a qualification to be necessary or appropriate.

Employer Tax Identification Number

RESOLVED FURTHER: That the **Service Providers** are authorized to apply for a federal employer identification number on Form SS 4.

RESOLVED FURTHER: That the **Service Providers** are authorized to direct the responsible attorneys, paralegals and corporate assistants of dao lawfirm.eth or counsel for the DAO, to submit on behalf of the DAO, an online application for a federal employer identification number on Form SS 4.

RESOLVED FURTHER: That the **Service Providers** are authorized to prepare an equity incentive plan and agreement for the appropriate DAO affiliate entities, DAOLABS, and to file the appropriate notices with the applicable state and federal securities authorities in connection with the issuance of options, at such time as such actions may be necessary or advisable in order to comply with applicable law.

Omnibus Resolutions

RESOLVED FURTHER: That the **Service Providers** shall be, and hereby is, authorized and empowered to take any and all such further action, to execute and deliver any and all such further



agreements, instruments, documents and certificates and to pay such expenses, in the name and on behalf of the DAO, any affiliate entities, or officer, as any such officer may deem necessary or advisable to effectuate the purposes and intent of the resolutions hereby adopted, the taking of such actions, the execution and delivery of such agreements, instruments, documents, and certificates. The payment of such expenses by any such officer or **Service Provider** shall be conclusive evidence of his or her authorization hereunder and the approval thereof.

RESOLVED FURTHER: That any and all actions taken by the **Service Providers** to carry out the purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified and confirmed by the DAO Members by way of Snapshot.

The Collective Snapshot Consent of the Members of the DAO or DAO Member Actions

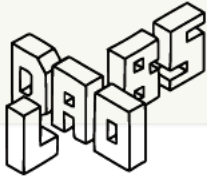
This action by the DAO Members by Snapshot vote shall be effective as of the date the DAO receives the consent of the DAO at the end of the Snapshot vote. This action by the DAO Members consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action. Any copy, facsimile, Website, Ethereum blockchain signatures or other reliable verification and reproduction of this action by recorded and written consent may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used. This action by the DAO Members shall be recorded with the next Snapshot vote of the DAO.

Authors

1. 0x30670D81E487c80b9EDc54370e6EaF943B6EAB39
2. 0x5d95baEBB8412AD827287240A5c281E3bB30d27E

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LEGAL-TOOLS

DAOLABS

Connect Wallet



Custody ETH in EOA to Prepare for Merge

Author: filipv.eth, tankbottoms.eth
Date: 2022-09-12

This Emergency Proposal has been created to affirm DAO Multisig Signer support of the changes proposed below. **By voting affirmatively, Signers are explicitly approving the proposed changes.**

Thesis

Temporarily transfer all ETH held at Gnosis 0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6 to a wallet operated by the DAO's Service Provider, dao-lawfirm.eth, to prepare for the Ethereum Merge.

Motivation

The Ethereum Merge is expected to occur between September 13 and 15. Despite widespread support for the migration to Proof of Stake, certain groups and individuals favor Proof of Work, and plan to maintain the "original" blockchain. If any such efforts are successful, funds will be "duplicated" across both blockchains, giving the DAO the opportunity to sell its ETH on the Proof of Work blockchain and migrate those funds to the Proof of Stake blockchain, adding to its treasury.

The DAO currently holds funds in the Gnosis Safe referenced above, which (i) may not be operable on

Custody ETH in EOA to
Prepare for Merge
Thesis
Motivation
Specification
Rationale
Risks
Authors

post-merge Proof of Work blockchains, and (ii) will significantly slow down selling efforts, either

limiting or completely removing the DAO's opportunity for gain.



Specification

1. As soon as possible, transfer all ETH from the Multisig to:
 1. 0xB500cdA34Ea0313bF2EF626a7Be385f4A910cc79.
2. Upon completion of the Ethereum Merge, dao lawfirm.eth shall transfer all ETH back to the original DAO Multisig on the Proof of Stake chain (the canonical post merge Ethereum blockchain).
3. dao lawfirm.eth shall attempt to sell the "duplicated" funds on one or more outstanding Proof of Work blockchains.
4. dao lawfirm.eth shall transfer the proceeds, if converted to post merge ETH or DAI to the original DAO Multisig (less fees and costs associated with this process).

Rationale

- dao-lawfirm.eth and tankbottoms.eth discussed the idea with both filipv.eth and jimmyethworld.eth and reached consensus that this was of nominal risk.
- dao-lawfirm.eth and tankbottoms.eth have performed similar activities with other custodial wallets without incident.
- dao-lawfirm.eth's representative tankbottoms.eth is a trusted DAO member with duties towards the DAO and no incentive to misappropriate funds.
- Funds will be held within a hardware wallet, reducing the risk of a private key being leaked or otherwise exposed.
- The cost of this specification is relatively minor –just gas.

Risks

- dao-lawfirm.eth, or tankbottoms.eth could be untrustworthy.
- The aforementioned hardware wallet may be compromised.

- The aforementioned entity or individuals may make some mistake during the transfer or conversion process resulting in lost funds.

Authors

1. 0x30670D81E487c80b9EDc54370e6EaF943B6EAB39
2. 0x5d95baEBB8412AD827287240A5c281E3bB30d27E

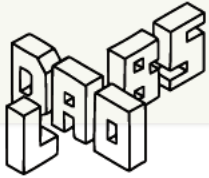
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LEGAL-TOOLS

DAOLABS

Connect Wallet



Approve Launch of DAOLABS Beta Services

Authors: benreed.eth, tankbottoms.eth, filipv.eth
Date: 2023-01-03

This Emergency Proposal has been created to affirm DAO Multisig Signer support of the changes proposed below. By voting affirmatively, Signers are explicitly approving the proposed changes.

Beta Launch Overview

The tentative proposed multi-stage roll-out of the following product features as follows:

1. Deploy a Juicebox-compatible treasury platform which accepts DAI (details to follow).
2. Create a Juicebox treasury which certain fees will be routed to.
3. Deploy BETA NFT creation tooling for Web3 creators.
4. Deploy BETA DAO-KIT legal resource for DAO builders.

Motivation

In preparation for the beta launch of the DAOLABS application and services, the development team wants to ensure sufficient resources to launch and continue running the application.

Background

Approve Launch of DAOLABS Beta Services

Beta Launch Overview

Motivation

Background

Prior Work

Branding

Specification

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Snapshot Consensus by the DAO Members

Authors

Prior Work

Movement DAO was created to build a platform for tokenized communities to govern contributions. So far, Movement DAO has worked towards this goal by:



1. Prototyping a treasury platform using OpenLaw's Tribute Framework.
2. Prototyping a treasury platform using the Juicebox Protocol.
3. Participating in JuiceboxDAO to better understand Web3 dynamics.
4. Researching legal theories and frameworks for DAOs and their treasury management.
5. Prototyping and building expertise within the NFT creation space.
6. Developing a beta DAO-KIT legal resource for community builders.
7. Developing a beta NFT creation tooling for creators.
8. Developing Juicebox Protocol extensions and tooling for use towards Movement DAO's goals.

A great deal of exploratory code has been developed, some of which is available on GitHub:

1. A Juicebox interface implemented in Svelte. Svelte is a compiled user interface framework which we believe is easier to understand and more cost-effective to maintain than alternatives like React – its users include Apple Music, Spotify, Ikea, The New York Times, and Brave Search. This code serves as our primary baseline for further UX development: our goal was to quickly build up a tool set of DAO applications and services by expanding the current Juicebox Project management interface.
2. Treasury and NFT Tooling Smart Contracts. These Solidity smart contracts extend the Juicebox protocol, adding support for English/Dutch NFT auctions, creating NFT collections, stablecoin deposits and withdrawals, dynamic on-chain role management, payment processing, token liquidation, vesting schedules, and more.
3. DAO-KIT. These Legal resources guide project creators through the process of incorporating a legal entity, establishing their operating principles, and managing ongoing filing

requirements, as well as engagements, settlements, terms of service, and other documents. It automatically generates legal documents using pre-

built templates, and includes resources for startups, such as capitalization table and headcount calculators.

4. NFT Creation Tooling. A comprehensive tool for creating NFTs and enriching communities.
5. Wallet Services. A robust Web3 wallet system which (i) manages multiple wallets, (ii) enables logins with Google, Email, and other common services, (iii) integrates with third-party backup services, (iv) integrates with Gnosis Safe, and (v) integrates fiat on-ramp and off-ramp services, among other features.



Branding

Our Treasury system uses the Juicebox Protocol as a foundation. We have reimplemented its Web3 components in Svelte using Juicebox branding, but we are not deploying a Juicebox clone. We are currently working on a new brand for Movement DAO via DAOLABS – once our new brand is developed, we will redesign the UI and remove references to Juicebox (except for noting that we are compatible with the Protocol and that our NFT products natively recognize Juicebox Treasuries). In the meantime, new deployments will continue to use the juicebox.wtf domain and some Juicebox branding.

Specification

The DAO Multisig¹ shall transfer 10 ETH and 12,200 DAI to the Developer Multisig.²

The Developer Multisig shall then transfer:

- 5 ETH to the newly created native Juicebox treasury,
- 5 ETH to the new Beta Juicebox Treasury, and
- 12,200 DAI to the new DAI registry.

These allocations will be administered by **benreed.eth**, **tankbottoms.eth**, or **jimmyethworld.eth**, with oversight from the DAO's Service Provider, **dao-lawfirm.eth**.

Risks

- Frequently invoking Emergency Governance risks alienating DAO members.
- A Juicebox Protocol DAI terminal has not been deployed before.
- Software development is a risky endeavor.
- These funds may not be ideally distributed.
- These funds may be more useful later on.
- Market instability in and outside of crypto could continue, or get worse.



Snapshot Consensus by the DAO Members

Whereas the DAO through its Members voted to adopt the following actions via Snapshot and resolves as follows:

RESOLVED: That the DAO Multisig transfer of 10 ETH and 12,200 dollars worth of ETH or DAI to the Developer Multisig, to thereafter be respectively distributed to Movement DAO's Native/Beta Juicebox treasuries and DAI registry, is hereby adopted and approved;

RESOLVED FURTHER: That each Service Provider, Authorized Member, and agent of the DAO is hereby jointly and severally authorized to do any act, matter, or thing, and to execute and deliver any other document as he or she may deem necessary, advisable, or incidental, in connection with the preceding specification, and other sections herein, or any related documents, and to perform or resolve the obligations of the DAO, or its affiliates.

RESOLVED FURTHER: That any and all actions taken by the Service Providers to carry out the purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified and confirmed.

This action by the DAO Member by Snapshot vote shall be effective as of the date the DAO Entities receives the consent of the DAO at the end of the Snapshot vote. This action by the DAO Members consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action.

1. 0x5d95baEBB8412AD827287240A5c281E3bB30d27E
2. 0xA4e6C2B6264652444B3F0cc1bB37496AE916931c
3. 0x30670d81e487c80b9edc54370e6eaf943b6eab39

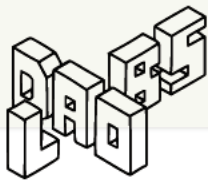


Footnotes

1. The DAO Multisig is a Gnosis Safe at 0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6 on the Ethereum Mainnet. ↵
2. The Developer Multisig is a Gnosis Safe at 0x2187e6a7c765777d50213346F0Fe519fCA706fbD on the Ethereum Mainnet. ↵

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LEGAL-TOOLS

DAOLABS

Connect Wallet



Approve Authorized Members to Retain Further Legal Counsel

Authors: benreed.eth, filipv.eth
Date: 2023-01-03

*This Emergency Proposal has been created to affirm DAO Multisig Signer support of the changes proposed below. **By voting affirmatively, Signers are explicitly approving the proposed changes.***

Thesis

The DAO's Authorized Members and its Service Provider would like to retain legal counsel regarding the DAO's outstanding legal agreements, including the GitBook, the Terms of Service, and several proposed amendments, while also seeking feedback from the community to ensure that the DAO and its members are acting in accordance with the law.

Estimates suggest that a 50,000 DAI budget will be sufficient to retain appropriate legal counsel for this purpose.

Specification

The DAO Multisig¹ shall transfer 50,000 DAI to the Developer Multisig.²

The Authorized Members and the Service Provider will administer this distribution and have the

Approve Authorized Members to Retain Further Legal Counsel

Thesis

Specification

Rationale

Risks

Snapshot Consensus by the DAO Members

Authors

authority to make relevant decisions when executing this proposal.

Rationale

Before implementing any operational or structural changes specifically those which affect the DAO treasury the Authorized Members would like to receive legal counsel to ensure full compliance with the law while maintaining full transparency.

Risks

- Frequently invoking Emergency Governance risks alienating DAO members.
- This proposal's specification is open-ended, and relies on the sound judgement of the Authorized Members and the Service Provider.
- These funds may be more useful later on.
- Instability in the crypto and financial markets could continue or get worse.

Snapshot Consensus by the DAO Members

Whereas the DAO through its Members voted to adopt the following actions via Snapshot and resolves as follows:

RESOLVED: That the transfer of 50,000 DAI from the DAO Multisig to the Developer Multisig is hereby adopted and approved;

RESOLVED FURTHER: That each Service Provider, Authorized Member, and agent of the DAO is hereby jointly and severally authorized to do any act, matter, or thing, and to execute and deliver any other document as he or she may deem necessary, advisable, or incidental, in connection with the preceding specification, and other sections herein, or any related documents, and to perform or resolve the obligations of the DAO, or its affiliates.

RESOLVED FURTHER: That the Service Providers (including Authorized Member and Secretary ~~henned eth~~) in accordance with emergency

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 denreed.ett), in accordance with comments of all powers, are authorized to execute and deliver any agreement in the name of the DAO and to otherwise

obligate the DAO with respect to the purpose of the DAO, within general guidelines and budgets approved by the Members; however, Actions by the DAO Snapshot Consensus by the Members may enact specific limitations on the authority of the Service Provider from time to time.

RESOLVED FURTHER: That the Service Providers be, and each of them hereby is, authorized and empowered to take any and all such further action, to execute and deliver any and all such further agreements, instruments, documents and certificates and to pay such expenses, in the name and on behalf of the DAO, existing affiliates entities, contemplated affiliate entities, or such an Authorized Member, as any such Authorized Member may deem necessary or advisable to effectuate the purposes and intent of the resolutions hereby adopted, the taking of such actions, the execution and delivery of such agreements, instruments, documents and certificates and the payment of such expenses by any such Authorized Member to be conclusive evidence of his or her authorization hereunder and the approval thereof.

RESOLVED FURTHER: That any and all actions taken by the Service Providers to carry out the purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified and confirmed.

This action by the DAO Member by Snapshot vote shall be effective as of the date the DAO Entities receives the consent of the DAO at the end of the Snapshot vote. This action by the DAO Members consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action.

Authors

1. 0x5d95baEBB8412AD827287240A5c281E3bB30d27E
2. 0xA4e6C2B6264652444B3F0cc1bB37496AE916931c

3. 0x306/0d81e48/c80b9edc543/0e6eat94306ab39

Footnotes

1. The DAO Multisig is a Gnosis Safe at 0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6 on the Ethereum Mainnet. ↵
2. The Developer Multisig is a Gnosis Safe at 0x2187e6a7c765777d50213346F0Fe519fCA706fbD on the Ethereum Mainnet. ↵

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LEGAL-TOOLS

DAOLABS

Connect Wallet



Pay Deferred Legal Fees From 2022

Authors: benreed.eth, filipv.eth

Date: 2023-01-03

*This Emergency Proposal has been created to affirm DAO Multisig Signer support of the changes proposed below. **By voting affirmatively, Signers are explicitly approving the proposed changes.***

Thesis

Movement DAO's Guiding Principles appointed dao-lawfirm.eth as the DAO's Service Provider. dao-lawfirm.eth provided legal services to the Authorized Members and the DAO's affiliates throughout 2022, and, in good faith, deferred a portion of the commensurate legal fees. Those fees should be paid in 2023.

Specification

The DAO Multisig¹ shall transfer 58,831.02 DAI to the Developer Multisig.² The Developer Multisig will then transfer the relevent funds to dao-lawfirm.eth.

Deferred Legal Fees

The following represents costs associated with legal services that the Service Provider has provided to the DAO, including (but not limited to):

- Drafting governance documents, including the Terms of Service, Privacy Policies, and several letters;
- drafting documents for the formation of legal

Pay Deferred Legal Fees
From 2022

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the DAO Members

Authors

- granting documents for the formation of legal entities, and filing those documents;
- providing agreement templates for use in legal.juicebox.wtf, and
- conducting tax estimations and impact assessments.



| Date | Description | Amount Incurred | Amount Deferred |
|------------|---|-----------------|-----------------|
| 2023 01 02 | Deferred legal fees from Oct 2021 to Feb 2022 | 96,660 DAI | 58,831.02 DAI |

Utilization

The Authorized Members **benreed.eth** and **jimmyethworld.eth** have reviewed the relevant information and confirmed that this proposal accords with the DAO's agreement with the Service Provider, **dao-lawfirm.eth**.

Risks

- Frequently invoking Emergency Governance risks alienating DAO members.
- This might not be the most efficient way to accomplish the DAO's goals.

Snapshot Consensus by the DAO Members

Whereas the DAO through its Members voted to adopt the following actions via Snapshot and resolves as follows:

RESOLVED: That the DAO Multisig transfer of 58,831.02 DAI to the Developer Multisig (hereinafter, "Payout of Deferred Legal Fees") is hereby adopted and approved;

FURTHER RESOLVED: That the Developer Multisig shall transfer 58,831.02 DAI to the account specified by the Service Provider and that the Authorized Members are authorized to pay and reimburse expenses associated with any additional expenses of the DAO and the DAO's affiliate entities, including without limitation expenses incurred prior to the formation and/or incorporation of the entities.

RESOLVED FURTHER: That each Service Provider, Authorized Member, and agent of the DAO is hereby

jointly and severally authorized to do any act, matter, or thing, and to execute and deliver any other document as he or she may deem necessary, advisable, or incidental, in connection with the preceding specification, and other sections herein, or any related documents, and to perform or resolve the obligations of the DAO, or its affiliates.

RESOLVED FURTHER: That the Authorized Members (including and specifically Member and Secretary **benreed.eth**), in accordance with commensurate powers, are authorized to execute and deliver any agreement in the name of the DAO and to otherwise obligate the DAO with respect to the purpose of the DAO, within general guidelines and budgets approved by the Members; however, Actions by the DAO Snapshot Consensus by the Members may enact specific limitations on the authority of the Service Provider from time to time.

RESOLVED FURTHER: That the Authorized Members be, and each of them hereby is, authorized and empowered to take any and all such further action, to execute and deliver any and all such further agreements, instruments, documents and certificates and to pay such expenses, in the name and on behalf of the DAO, existing affiliates entities, contemplated affiliate entities, or such an Authorized Member, as any such Authorized Member may deem necessary or advisable to effectuate the purposes and intent of the resolutions hereby adopted, the taking of such actions, the execution and delivery of such agreements, instruments, documents and certificates and the payment of such expenses by any such Authorized Member to be conclusive evidence of his or her authorization hereunder and the approval thereof.

RESOLVED FURTHER: That any and all actions taken by the Authorized Members to carry out the purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified and confirmed.

This action by the DAO Member by Snapshot vote shall be effective as of the date the DAO Entities receives the consent of the DAO at the end of the Snapshot vote. This action by the DAO Members consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall

Authors

1. 0xA4e6C2B6264652444B3F0cc1bB37496AE916931c
2. 0x30670d81e487c80b9edc54370e6eaf943b6eab39



Footnotes

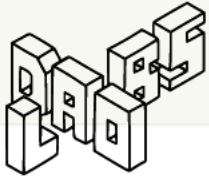
1. The DAO Multisig is a Gnosis Safe at 0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6 on the Ethereum Mainnet. ↵
2. The Developer Multisig is a Gnosis Safe at 0x2187e6a7c765777d50213346F0Fe519fCA706fbD on the Ethereum Mainnet. ↵

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LEGAL-TOOLS

DAOLABS

Connect Wallet



Pay Deferred Service Provider Fees From 2022

Authors: benreed.eth, filipv.eth
Date: 2023-01-03

This Emergency Proposal has been created to affirm DAO Multisig Signer support of the changes proposed below. By voting affirmatively, Signers are explicitly approving the proposed changes.

Thesis

dao-lawfirm.eth acted as the DAO's Service Provider throughout 2022, providing legal and custodial services to the DAO. In good faith, dao-lawfirm.eth deferred their Service Provider Fee¹, equal to 2% of assets under management per annum. This fee was originally to be paid on or about February 2nd, 2022.

Specification

The DAO Multisig² shall transfer 334,487 DAI to the Developer Multisig.³ The Developer Multisig will then transfer the relevent funds to dao-lawfirm.eth.

Service Provider Fee

The following represents the Service Provider Fee the DAO has agreed to pay dao-lawfirm.eth for treasury oversight, governance, and expense/payout management.

Pay Deferred Service
Provider Fees From 2022
Thesis
Specification
Service Provider Fee
Utilization
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the DAO Members
Authors



| Date | Description | Amount Incurred | Amount Paid | Amount Deferred | Treasury Balance |
|------------|----------------------|-----------------|-------------|-----------------|------------------|
| 2022-01-01 | Service Provider Fee | 334,487 DAI | 0 DAI | 334,487 DAI | \$16,724,383.92 |

Utilization

The Authorized Members **benreed.eth** and **jimmyethworld.eth** have reviewed the relevant information and confirmed that this proposal accords with the DAO's agreement with the Service Provider, **dao-lawfirm.eth**.

Risks

- Frequently invoking Emergency Governance risks alienating DAO members.
- This might not be the most efficient way to accomplish the DAO's goals.

Snapshot Consensus by the DAO Members

Whereas the DAO through its Members voted to adopt the following actions via Snapshot and resolves as follows:

RESOLVED: That the DAO Multisig transfer of 334,487 DAI to the Developer Multisig (hereinafter, "Payout of the Service Provider Fee") is hereby adopted and approved;

FURTHER RESOLVED: That the Developer Multisig shall transfer 334,487 DAI to the account specified by the Service Provider and that the Authorized Members are authorized to pay and reimburse expenses associated with any additional expenses of the DAO and the DAO's affiliate entities, including without limitation expenses incurred prior to the formation and/or incorporation of the entities.

RESOLVED FURTHER: That Authorized Members and agents of



the DAO are hereby jointly and severally authorized to do any act, matter, or thing, and to execute and deliver any other document as they may deem necessary, advisable, or incidental, in connection with the preceding specification, and other sections herein, or any related documents, and to perform or resolve the obligations of the DAO, or its affiliates.

RESOLVED FURTHER: That the Authorized Members (including and specifically Member and Secretary **benreed.eth**), in accordance with commensurate powers, are authorized to execute and deliver any agreement in the name of the DAO and to otherwise obligate the DAO with respect to the purpose of the DAO, within general guidelines and budgets approved by the Members; however, Actions by the DAO Snapshot Consensus by the Members may enact specific limitations on the authority of the Service Provider from time to time.

RESOLVED FURTHER: That the Authorized Members be, and each of them hereby is, authorized and empowered to take any and all such further action, to execute and deliver any and all such further agreements, instruments, documents and certificates and to pay such expenses, in the name and on behalf of the DAO, existing affiliates entities, contemplated affiliate entities, or such an Authorized Member, as any such Authorized Member may deem necessary or advisable to effectuate the purposes and intent of the resolutions hereby adopted, the taking of such actions, the execution and delivery of such agreements, instruments, documents and certificates and the payment of such expenses by any such Authorized Member to be conclusive evidence of his or her authorization hereunder and the approval thereof.

RESOLVED FURTHER: That any and all actions taken by the Authorized Members to carry out the purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified and confirmed.

This action by the DAO Member by Snapshot vote shall be effective as of the date the DAO Entities receives the consent of the DAO at the end of the Snapshot vote. This action by the DAO Members consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action.

Authors

1. 0xA4e6C2B6264652444B3F0cc1bB37496AE916931c
2. 0x30670d81e487c80b9edc54370e6eaf943b6eab39

Footnotes

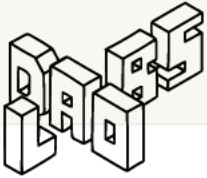
1. The Service Provider, Fees and Expenses as outlined in Original Gitbook Policies, Let's start a movement post, dated 2/2/2022. ↵
2. The DAO Multisig is a Gnosis Safe at 0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6 on the Ethereum Mainnet. ↵
3. The Developer Multisig is a Gnosis Safe at 0x2187e6a7c765777d50213346F0Fe519fCA706fbD on the Ethereum Mainnet. ↵

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LEGAL-TOOLS

DAOLABS

Connect Wallet



Notice to Contributors of Questionnaire

Authors: benreed.eth

Date: 2023-01-04

This Emergency Proposal has been created to affirm DAO Multisig¹ Signer support of the items proposed below.
By voting affirmatively, Signers are explicitly approving the proposed items.

Thesis

To ensure Movement DAO's members and contributors are aware of important DAO Terms of Service, Policies, and certain amendment considerations; the Authorized Members have created a questionnaire to be completed by contributors. The questionnaire is intended to provide the DAO with information to help with its efforts in allocating resources and how to better inform DAO members of these decisions in the future.

Motivation

The DAO has stated through its online materials and governance certain allocations of capital which it seeks to receive community feedback. In an effort to reach the widest audience of members and support the continued ethos of governance transparency, this governance Notice/Proposal seeks to ensure multiple avenues of communication are exploited in order to provide the DAO with accurate member and contributor feedback.

Notice to Contributors of Questionnaire

Thesis

Motivation

Specification

Rationale

Risks

Snapshot Consensus by the DAO Members

Author(s)

Specification

DAO members and contributors are hereby notified and directed to fill out the Movement DAO Contributor questionnaire.



Rationale

The questionnaire was created for the following reasons:

- To learn more about each contributor;
- To inform DAO contributors of important Terms of Service, Policies, and amendment considerations;
- To solicit feedback from DAO members and contributors;
- To provide multiple avenues of communication on important updates concerning the DAO; and
- To ensure the DAO's Authorized Members and Service Provider act in accordance with the will of the DAO.

Risks

- Frequently invoking Emergency Governance risks alienating DAO members.
- There could be better avenues of communication.
- Member participation in the questionnaire could be limited.
- Feedback could be inconclusive and provide little consensus on the will of the DAO.

Snapshot Consensus by the DAO Members

Whereas the DAO through its Members voted to adopt the following actions via Snapshot and resolves as follows:

RESOLVED: That the DAO broadly solicited input from its members and contributors through governance notices via Snapshot;

RESOLVED FURTHER: That the Service Providers (including Authorized Member and Secretary **benreed.eth**), in accordance with commensurate powers, are authorized to execute and deliver any agreement in the name of the DAO and to otherwise obligate the DAO with respect to

DAO and to otherwise obligate the DAO with respect to the purpose of the DAO, within general guidelines and budgets approved by the Members; however, Actions by

the DAO Snapshot Consensus by the Members may enact specific limitations on the authority of the Service Provider from time to time.

RESOLVED FURTHER: That any and all actions taken by the Service Providers to carry out the purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified and confirmed.

This action by the DAO Member by Snapshot vote shall be effective as of the date the DAO Entities receives the consent of the DAO at the end of the Snapshot vote. This action by the DAO Members consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action.

Author(s)

1. 0xA4e6C2B6264652444B3F0cc1bB37496AE916931c

Footnotes

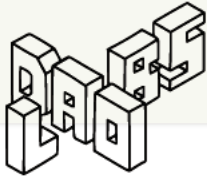
1. The Multisig is a Gnosis Safe at 0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6 on the Ethereum Mainnet. ↵

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DAOLABS

Connect Wallet



Proposal to Ratify Action to Cycle All Gnosis Keys

Author: benreed.eth

Date: 2023-01-31

This proposal seeks Movement Member's ratification of a recent action of the Authorized Members, benreed.eth and tankbottoms.eth, which was cycling all of the keys of the Gnosis Multi-sig 0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6 due to security concerns.

Thesis

In response to the recent security issues and threats made against the DAO's treasury's Gnosis signing keys, the Authorized Members met and agreed to cycle all the Gnosis keys. The treasury's Gnosis multi-sig Gnosis 0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6 will immediately be replaced with the following keys.

1. eth:0x818e90cDc2771385d784563173046d7759c8117f
2. eth:0x468f178672C86bFA02e5E1B0413C3ccf55A37409
3. eth:0xA5B70097650FAeC3e87AA9174A76cd78925f7ae0
4. eth:0x752515a3A1091b9f1c04416CF79D1F14d2340085
5. eth:0x5d95baEBB8412AD827287240A5c281E3bB30d27E
6. eth:0x38F83dD64DADF871BE920422B8Cb5703a1e45a3
7. eth:0x9245D6527462b76638789A78Cec69A4C003f878d
8. eth:0xe588A90B346236fCEc4543a101CD92d01C3fFD6
9. eth:0x0ca396c41F6548a39D1982077C119eC1479b11bf
10. eth:0x008820F8256F950836775e52571347fFD5309d2b
11. eth:0x0087F67B6b0995D3e7D21f2b94Ef92F4582868aD
12. eth:0x73255155964A09ABb91994fe0EFB8D330f10aDAA

Proposal to Ratify Action to Cycle All Gnosis Keys

Thesis

Motivation

Specification

Rationale

Risks

Snapshot Consensus by the DAO Members

Authors

13. eth:0xFeB18aef7a8BB0598A301274777fC9c525Ed9b98

Motivation

The Gnosis holds a significant amount of treasury assets entrusted to the DAO and its community in furtherance of its vision. In addition to unforeseen security concerns such as lost seed phrases, other OpSec breaches, social engineering or unforeseen motivations by one or more of the signers who are not adhering in good faith or whose interests are orthogonal to the DAO, the Gnosis signers shall be cycled from the original founders and Service Provider to certain Members as determined by the Authorized Members.

Additionally, as a reminder, all Gnosis Multi Signature signers are expected to act in accordance with the DAO Governance Multi Signature sub section.

Specification

1. Removing the following Signer(s):

- eth:0x550bD0F03580B9a687931af4d837F8e45D61d410;
- eth:0x746cf650d4E5431474E8D4E2d5B6Bbe53772b498;
- and
- eth:0xDbE76F6ae97dFD5bdd1D7DAD8972740d18aB2b57;

2. Addition of the above listed Signer(s).

Rationale

- Authorized Members, benreed.eth and tankbottoms.eth, discussed security concerns and agreed that threats to the DAO and community were imminent;
- Current Service Provider, dao lawfirm.eth, has resigned;
- The Authorized Members convened, reviewed the pertinent facts, and resolved in authorizing this action;
- Given the current crypto market sentiment, practicing exceptional security precaution is expected and warranted;
- Multi Signature signer(s) should be comfortable with cryptographic transactions;

Risks

- Authorized Members may have been compromised;
- The aforementioned individuals may not have the DAO's best interest in mind;
- The new replacement signers may not be trustworthy.



Snapshot Consensus by the DAO Members

Whereas the DAO through its Authorized Members voted to adopt and resolve the following actions. The Authorized Members now seeks to ratify those actions via a Snapshot Consensus by the DAO Members.

RESOLVED: That the cycling of all keys associated with the Movement Gnosis (0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6) is hereby adopted and approved;

RESOLVED FURTHER: That the Authorized Members convened and are hereby jointly and severally authorized to take any and all actions, along with executing or signing any cryptocurrency transactions, and executing and delivering any other documents, agreements, instruments, and/or certificates as he or she may deem necessary, advisable, or incidental, in connection with the preceding resolution, and other resolutions herein, or any related documents. This also includes authorization to perform or resolve the obligations of the DAO, and/or its affiliates.

RESOLVED FURTHER: That any and all actions taken by the Authorized Members to carry out the purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified, and confirmed.

This action by the Authorized Members shall be effective as of the date the DAO receives the consent of its Members via the Snapshot vote. This action by the Authorized Members may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action.

Authors

1. 0xA4e6C2B6264652444B3F0cc1bB37496AE916931c

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LEGAL-TOOLS

DAOLABS

Connect Wallet



Proposal to Ratify the Termination of Certain Members

Author: benreed.eth

Date: 2023-01-31

This Snapshot proposal has been created to ratify the membership termination actions by the Authorized Members, benreed.eth and tankbottoms.eth.

Thesis

The Authorized Members were concerned with certain Member's ("Certain Members") activities which were in violation of the DAO's Code of Conduct and/or the DAO's Guiding Principles and/or the DAO's Terms of Service and/or the DAO's Token Terms of Service and/or the DAO's GitBook. The Authorized Members disclosed all material information when they convened and sought independent counsel in order for them to render a fully-informed decision, with the goal of balancing the Service Provider's security concerns, membership privacy, as well as the DAO's need to maintain a healthy and vibrant community. Concerned with the current crypto-market sentiment, the Authorized Members felt the need to practice exceptional security precautions, operate with a high degree of transparency and accountability, and ensure that the DAO's treasury assets are protected.

The Certain Members are associated with the following addresses, who are also signers of the DAO's Gnosis Multi-Signature:

Proposal to Ratify the Termination of Certain Members

Thesis

Motivation

Specification

Rationale

Risks

Snapshot Consensus by the DAO Members

Authors

0x550bD0F03580B9a687931af4d837F8e45D61d410
0x746cf650d4E5431474E8D4E2d5B6Bbe53772b498
0xDbE76F6ae97dFD5bdd1D7DAD8972740d18aB2b57

Additionally, these addresses are also associated with the Certain Members:

0x58Ba373d9eE46ED5402a6A15fE9CcADc67dE1650
0x211be2dDC09c482B27Ed780A710b18d8Cb76328E
0xb44A14dEcD9270E34E2dDaff4CD8690a2Cb88461



Motivation

To protect the DAO community from actions taken by the Certain Members that appeared to be malicious, exploitative, and in bad faith in order to protect the DAO's treasury and assets.

Specification

1. Terminate any governance, voting, or community participation by the following addresses(s):

0x550bD0F03580B9a687931af4d837F8e45D61d410
0x746cf650d4E5431474E8D4E2d5B6Bbe53772b498
0xDbE76F6ae97dFD5bdd1D7DAD8972740d18aB2b57
0x58Ba373d9eE46ED5402a6A15fE9CcADc67dE1650
0x211be2dDC09c482B27Ed780A710b18d8Cb76328E
0xb44A14dEcD9270E34E2dDaff4CD8690a2Cb88461

2. Remove the above listed addresses from Snapshot, and any position of trust they may hold.

Rationale

- The Authorized Members convened, reviewed the pertinent facts and resolved authorizing this action;
- dao-lawfirm.eth has resigned as the Service Provider leaving interim DAO oversight to the Authorized Members;
- Given the current crypto-market sentiment, practicing exceptional security precaution is expected and warranted;
- Multi-Signature Signer(s) should be comfortable with cryptographic transactions;

Risks

- Authorized Members may have been compromised;
- The aforementioned individuals may not have the DAO's best interest in mind;



Snapshot Consensus by the DAO Members

Whereas the DAO through its Authorized Members voted to adopt and resolve the following actions. The Authorized Members now seeks to ratify those actions taken by a Snapshot Consensus by the DAO Members.

RESOLVED: That the Certain Members associated with the above listed addresses are concluded to have acted in bad faith, against the interest of the DAO, violated the Code of Conduct, its Terms of Service, and their immediate, irrevocable, membership termination therein is hereby adopted and approved;

RESOLVED FURTHER: That the DAO terminates and removes any formal, title, position, function, role, for 0xE41188926607921763D25392475f1156AC5f9033, insofar they were an Authorized Member for "Meat space" activities as granted in MIP 0004;

RESOLVED FURTHER: That the DAO immediately terminates and removes any right to or the participation of governance and vote on community measures for the above listed addresses, and any addresses associated with them each listed above;

RESOLVED FURTHER: That the Authorized Members convened and are hereby jointly and severally authorized to take any and all actions, along with executing or signing any cryptocurrency transactions, and executing and delivering any other documents, agreements, instruments, and/or certificates as he or she may deem necessary, advisable, or incidental, in connection with the preceding resolution, and other resolutions herein, or any related documents. This also includes authorization to perform or resolve the obligations of the DAO, and/or its affiliates.

RESOLVED FURTHER: That any and all actions taken by the Authorized Members to carry out the purposes and

of 371
intent of the foregoing resolutions prior to their adoption are approved, ratified, and confirmed.

This action by the Authorized Members shall be effective as of the date the DAO receives the consent of its Members via the Snapshot vote. This action by the Authorized Members may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action.



Authors

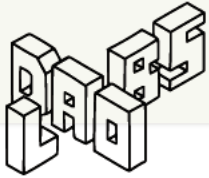
1. 0xA4e6C2B6264652444B3F0cc1bB37496AE916931c

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DAOLABS

Connect Wallet



Proposal to the Update to the DAO's Snapshot Strategy

Authors: benreed.eth

Date: 2023-01-31

Thesis

The DAO is governed by its community. Multi-sig transactions and signatures, as well as updates to the DAO process, must be ratified by the Governance Process prior to their execution. To support this process the DAO maintains Snapshot Strategies that assign, value, and record Member's voting rights in the Snapshot Consensus Space.

Therefore it is important for the Snapshot Strategies to accurately capture and reflect the correct assignment and value associated to Members. Upon any changes to Member's contributions or rights to participate in governance, due to a lack of good-standing as outlined in the DAO's Terms of Service, Code of Conduct and Policies; the Snapshot Strategies will require reconfiguration in order to incorporate any of these changes.

Authority to make changes to the Snapshot Strategies are outlined in the Governance Process as highlighted under Emergency Governance. It states, "the Authorized Members, individually, or collectively, they may take any and all on-chain or off-chain actions to protect the DAO's treasury and assets - including interfering with the execution of a proposal, approving a proposal, reconfiguring

Proposal to the Update to the DAO's Snapshot Strategy

Thesis

Motivation

Specification

Rationale

Risks

Snapshot Consensus by the DAO Members

Authors

Snapshot, or reconfiguring the Multi-sig."

The Authorized Members includes the appointed Authorized Members as ratified in MIP-0000, MIP-0004, and MIP-0007.



Motivation

The Authorized Members recently took action to revoke and terminate membership rights of certain community Members ("Certain Members"), nullifying their right and ability to participate in governance. Therefore the existing Snapshot Strategy and Snapshot Consensus configuration is inaccurate and is in need of updating.

Specification

The Authorized Members will update the Snapshot Strategies, removing the rights of the Certain Members no longer in good-standing. A detailed explanation of all changes and adjustments to the Snapshot Strategies will be posted online to ensure complete transparency.

Rationale

The Authorized Members want to ensure the DAO's Governance process and is accurate and trustworthy for all Members of the community.

Risks

- Transparent operation of the DAO is not certain or guaranteed.
- DAO governance is restricted until the Snapshot Strategies have been updated.
- Updating the Snapshot Strategy takes time and may be error prone.

Snapshot Consensus by the DAO Members

Whereas the DAO through its Authorized Members voted to adopt and resolve the following actions. The

Authorized Members now seeks to ratify those actions taken by a Snapshot Consensus by the DAO Members.

RESOLVED: That a new Snapshot Strategy incorporates the decisions of the Authorized Members to reconfigure the Snapshot Strategy to reflect actions taken by them to remove Certain Members from the community, is hereby adopted and approved;

RESOLVED FURTHER: That the Authorized Members convened and are hereby jointly and severally authorized to take any and all actions, along with executing or signing any cryptocurrency transactions, and executing and delivering any other documents, agreements, instruments, and/or certificates as he or she may deem necessary, advisable, or incidental, in connection with the preceding resolution, and other resolutions herein, or any related documents. This also includes authorization to perform or resolve the obligations of the DAO, and/or its affiliates.

RESOLVED FURTHER: That any and all actions taken by the Authorized Members to carry out the purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified, and confirmed.

This action by the Authorized Members shall be effective as of the date the DAO receives the consent of its Members via the Snapshot vote. This action by the Authorized Members may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action.

Authors

1. [0xA4e6C2B6264652444B3F0cc1bB37496AE916931c](#)

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LEGAL-TOOLS

DAOLABS

Connect Wallet



Proposal for Outstanding Operational Expense Payouts

Authors: benreed.eth

Date: 2023-01-31

Thesis

The DAO incurs monthly expenses in the form of developer payouts and operational expenses such as software and hosting services, merchandise, professional services, and other miscellaneous expense. Since December 2022 the DAO has yet to disperse payment for the development team's payouts and has depended on the personal contributions from Authorized Members, benreed.eth and tankbottoms.eth, to cover ongoing operational expenses. To sustain product development and continue to ensure the DAO's IRL business accounts remain in good standing, the DAO needs to disperse funds for outstanding payouts and operational expenses for the months of December 2022 and January 2023.

Specification

The Gnosis Multi-sig¹ shall transfer DAI 511,794 and ETH 41.007 (ETH amount subject to change depending on ETH price at time of transfer), to the Developer Multisig².

The Authorized Members will transfer and distribute the relevant funds to reimburse the appropriate members and banking institutions for settlement of

Proposal for Outstanding Operational Expense Payouts

Thesis

Specification

Outstanding Expenses

Rationale

Risks

Snapshot Consensus by the DAO Members

Authors

all accounts.

Outstanding Expenses

The table below outlines payouts required from the DAO for expenses incurred from December 2022 through January 2023:



| Category | Description | Amount (DAI) | Amount (ETH) |
|-----------------------------|------------------------------------|--------------|--------------|
| Developer Payouts | 2 months of developer payouts | DAI 431,500 | - |
| Software & Hosting Services | Google Domains, AWS, Fleek, etc. | DAI 10,070 | - |
| Merchandise | Supplies, hardware, etc. | DAI 12,393 | - |
| Miscellaneous | Transaction and bank fees, etc. | DAI 2,678 | - |
| Professional Services | Business, Accounting, and Security | DAI 3,738 | - |
| Travel & Expenses | Developer team onsite | DAI 4,415 | - |
| Member Reimbursements | 0x5d95...d27e and 0xa4e6...931c | DAI 47,000 | ETH 41.007 |

The total payout for DAO operations in December 2022 and January 2023 was DAI 511,794 and ETH 41.007.

Rationale

Prompt payment for developer payouts and operational expenses ensure that the DAO continues to conduct itself professionally, avoid any potential delay in ongoing development, and prevents the DAO from incurring additional fees and/or debts.



- Failure to pay expenses harms the reputation and good standing of the DAO and its Authorized Members.
- Failure to pay expenses has the potential to expose the DAO to additional fees and/or debts.
- These funds may not be ideally distributed.
- These funds may be more useful later on.

Snapshot Consensus by the DAO Members

Whereas the DAO through its Members voted to adopt the following actions via Snapshot and resolves as follows:

RESOLVED: That the DAO Multisig transfer of DAI 511,794 and ETH 41.007 to the Developer Multisig (hereinafter, "Payout of Outstanding Expenses") is hereby adopted and approved;

RESOLVED FURTHER: That the Developer Multisig shall transfer DAI 511,794 and ETH 41.007 to the accounts specified by benreed.eth and tankbottoms.eth, and that the Authorized Members are authorized to pay and reimburse expenses incurred for outstanding developer services and operational expenses incurred by the DAO or the DAO's affiliate entity during the month of December 2022 and January 2023.

RESOLVED FURTHER: That the Authorized Members convened and are hereby jointly and severally authorized to take any and all actions, along with executing or signing any cryptocurrency transactions, and executing and delivering any other documents, agreements, instruments, and/or certificates as he or she may deem necessary, advisable, or incidental, in connection with the preceding resolution, and other resolutions herein, or any related documents. This also includes authorization to perform or resolve the obligations of the DAO, and/or its affiliates.

RESOLVED FURTHER: That any and all actions taken by the Authorized Members to carry out the purposes and intent of the foregoing resolutions prior to their

adoption are approved, ratified, and confirmed.

This action by the Authorized Members shall be effective as of the date the DAO receives the consent of its Members via the Snapshot vote. This action by the Authorized Members may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action.



Authors

1. [0xA4e6C2B6264652444B3F0cc1bB37496AE916931c](#)

Footnotes

1. The DAO Multisig is a Gnosis Safe at [0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6](#) on the Ethereum Mainnet. ↵
2. The Developer Multisig is a Gnosis Safe at [0x2187e6a7c765777d50213346F0Fe519fCA706fbD](#) on the Ethereum Mainnet. ↵

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LEGAL-TOOLS

DAOLABS

Connect Wallet



Proposal for Deferred 2022 Developer Payouts

Authors: benreed.eth

Date: 2023-01-31

Thesis

Over the course of 2022, certain developer consultants ("Developers"), listed below, requested the DAO to defer payouts until the upcoming new year. The DAO accepted the request of the Developers and deferred certain payouts. Now that it is the new year, 2023, monies from deferred payouts can now be paid to the Developers.

Motivation

Attracting and retaining top developer talent is the top priority for the DAO. In an effort to support this priority, the Service Provider and Authorized Members of the DAO, benreed.eth and tankbottoms.eth, agreed to the Developers request to defer payouts. It is in the best interest of the DAO to honor all agreements made with these Developers in order to avoid loss of talent and maintain the DAO's reputation.

Specification

The Gnosis Multi-sig¹ shall transfer DAI 349,035, to the Developer Multisig².

Proposal for Deferred
2022 Developer Payouts

Thesis

Motivation

Specification

Deferred Developer
Payout

Utilization

Rationale

Risks

Snapshot Consensus by
the DAO Members

Authors

Deferred Developer Payout

The following table represents the total amount of deferred 2022 payouts now due to the Developers. The Developers each have agreements with the DAO and are recognized as senior developers within their respective technology areas: Solidity Smart Contract and UX front-end Typescript development.



| Due Date | Developer Consultant | Deferred Amount | Deferred Months | Practice Area |
|------------|----------------------|-----------------|----------------------------|-----------------|
| 2023-01-01 | 0xF1cf...eD7C | DAI 234,035 | January, October, November | Smart Contracts |
| 2023-01-01 | 0x89Ff...84fF | DAI 85,000 | October, November | UX Typescript |
| 2023 01 01 | 0x57a1...0d37 | DAI 30,000 | October, November | UX Typescript |

The total amount of developer payouts deferred in 2022 was DAI 349,035.

Utilization

The Authorized Members, benreed.eth and tankbottoms.eth, have reviewed and confirm this was the agreement made with the above mentioned Developers.

Rationale

The DAO is required to abide by it's Guiding Principles and Code of Conduct, requiring its Members to honor agreements made in good faith and follow through with deferred payouts. Additionally the DAO aspires to be an attractive destination for top talent in Web3; therefore, the DAO's Authorized Members want to continue to support requests of the few developers it employs including flexible payout requests.

Risks

- Delay in the deferred payouts has resulted in loss of trust and goodwill from the Developers.
- Deferred payouts require additional overhead and administrative support to execute.
- Deferred payouts have the potential to distort budget burn rates and complicate accounting.



Snapshot Consensus by the DAO Members

Whereas the DAO through its Members voted to adopt the following actions via Snapshot and resolves as follows:

RESOLVED: That the DAO Multisig transfer of DAI 349,035 to the Developer Multisig (hereinafter, "Deferred Developer Payout") is hereby adopted and approved;

FURTHER RESOLVED: That the Developer Multisig further transfer DAI 349,035 to the accounts specified by the previously mentioned developers for the deferred 2022 payouts. Account transfers may include conversion to fiat currency and or other digital assets.

RESOLVED FURTHER: That the Authorized Members convened and are hereby jointly and severally authorized to take any and all actions, along with executing or signing any cryptocurrency transactions, and executing and delivering any other documents, agreements, instruments, and/or certificates as he or she may deem necessary, advisable, or incidental, in connection with the preceding resolution, and other resolutions herein, or any related documents. This also includes authorization to perform or resolve the obligations of the DAO, and/or its affiliates.

RESOLVED FURTHER: That any and all actions taken by the Authorized Members to carry out the purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified, and confirmed.

This action by the Authorized Members shall be effective as of the date the DAO receives the consent of its Members via the Snapshot vote. This action by the Authorized Members may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action.

Authors

1. [0xA4e6C2B6264652444B3F0cc1bB37496AE916931c](#)

Footnotes

1. The DAO Multisig is a Gnosis Safe at [0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6](#) on the Ethereum Mainnet. ↗
2. The Developer Multisig is a Gnosis Safe at [0x2187e6a7c765777d50213346F0Fe519fCA706fbD](#) on the Ethereum Mainnet. ↗

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Connect Wallet



Proposal Regarding the Service Provider Fee Payout From 2022

Authors: benreed.eth

Date: 2023-01-31

Thesis

Dao-lawfirm.eth acted as the DAO's Service Provider throughout 2022, providing legal and custodial services to the DAO. In good faith, dao-lawfirm.eth deferred their Service Provider Fee¹, which was equal to 2% of assets under management per annum. This fee was originally to be paid on or around February 2nd, 2022. Now dao lawfirm.eth, in alignment with their resignation as Service Provider to Movement, has decided to relinquish their rights to the deferred fee that they were owed.

With that said, the core Movement team has found it instrumental to have a Service Provider or attorney engaged to help facilitate the legal and accounting activities, as well as the membership agreements with the Movement application. Furthermore, a Service Provider or attorney(s) will be a great resource in aiding Movement users seeking to streamline entity registration. Juicebox protocol and their community found significant value in the Movement legal tooling forms available online, and we would like to further refine these forms and better integrate them with Juicebox treasury creation workflows. Therefore, Movement will accept & doc

Proposal Regarding the Service Provider Fee Payout From 2022

Thesis

Specification

Service Provider Fee

Utilization

Risks

Snapshot Consensus by the DAO Members

Authors

therefore, movement will respect dao of 371
lawfirm.eth's decision to resign, and the
Authorized Members along with the Movement

community will determine the DAO's next steps in
regard to retaining a new Service Provider and/or
attorney(s), for the reasons just stated.



Specification

The DAO Multisig² shall transfer DAI 334,487 to
the Developer Multisig.³ The Developer Multisig
will then hold these funds in escrow until the
Authorized Members and the community determine
the DAO's next steps in regard to retaining a new
Service Provider, and the DAO has sufficient
grounds for moving these funds.

Service Provider Fee

The following represents the amount owed by the
DAO to dao-lawfirm.eth for the Service Provider
fee which included providing services such as:
treasury oversight, governance, and
expense/payout management.

| Date | Description | Treasury Balance | Amount Incurred | Amount Paid | Amount Deferred |
|------------|----------------------------|---------------------|--------------------|----------------|--------------------|
| 2022-01-01 | Service Provider Fee | \$16,724,383.92 | DAI 334,487 | DAI 0 | DAI 334,487 |

Utilization

The Authorized Members, benreed.eth and
tankbottoms.eth, have reviewed the relevant
information and confirmed that this proposal
accords with the DAO's agreement with the Service
Provider, dao-lawfirm.eth.

Risks

- Certain members acting in bad faith may continue to damage the DAO's reputation.
- This might not be the most efficient way to

accomplish the DAO's goals.

Snapshot Consensus by the DAO Members



Whereas the DAO through its Members voted to adopt the following actions via Snapshot and resolves as follows:

RESOLVED: That the DAO Multisig transfer of DAI 334,487 to the Developer Multisig (hereinafter, "Payout of the Service Provider Fee") is hereby adopted and approved;

RESOLVED FURTHER: That the Developer Multisig shall hold DAI 334,487 in escrow until the Authorized Members and the community determine the DAO's next steps in regard to retaining a new Service Provider, and the DAO has sufficient grounds for moving these funds. The Authorized Members are authorized to pay and reimburse expenses associated with any additional expenses of the DAO and the DAO's affiliate entities, including without limitation, expenses incurred prior to the formation and/or incorporation of the entities.

RESOLVED FURTHER: That the Authorized Members convened and are hereby jointly and severally authorized to take any and all actions, along with executing or signing any cryptocurrency transactions, and executing and delivering any other documents, agreements, instruments, and/or certificates as he or she may deem necessary, advisable, or incidental, in connection with the preceding resolution, and other resolutions herein, or any related documents. This also includes authorization to perform or resolve the obligations of the DAO, and/or its affiliates.

RESOLVED FURTHER: That any and all actions taken by the Authorized Members to carry out the purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified, and confirmed.

This action by the Authorized Members shall be effective as of the date the DAO receives the

consent of its Members via the Snapshot vote.
This action by the Authorized Members may be
executed in any number of counterparts, each of
which shall constitute an original and all of
which together shall constitute one action.



Authors

1. 0xA4e6C2B6264652444B3F0cc1bB37496AE916931c

Footnotes

1. The Service Provider, Fees and Expenses as outlined in Original Gitbook Policies, Let's start a movement post, dated 2/2/2022. ↵
2. The DAO Multisig is a Gnosis Safe at 0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6 on the Ethereum Mainnet. ↵
3. The Developer Multisig is a Gnosis Safe at 0x2187e6a7c765777d50213346F0Fe519fCA706fbD on the Ethereum Mainnet. ↵

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DAOLABS

Connect Wallet



Proposal for Payout of Deferred Legal and Indemnification Expenses

Authors: benreed.eth

Date: 2023-01-31

Thesis

Movement DAO's Guiding Principles appointed dao-lawfirm.eth as the DAO's Service Provider. In addition to acting as the DAO's Service Provider, dao-lawfirm.eth also provided legal services to the Authorized Members and DAO's affiliates throughout 2022 and, in good faith, deferred a portion of the commensurate legal fees. Those fees are to be paid in 2023.

In addition, the Members of the DAO ratified Adopt Actions (MIP-004) which indemnifies the DAO Service Provider and Authorized Members, benreed.eth and tankbottoms.eth, for any and all costs, fees, expenses, and liabilities incurred in the performance of their duties as Authorized Members, and/or DAO Service Provider. In response to recent security concerns by certain member's ("Certain Members") that appeared to be malicious, exploitative, and in bad faith, the Authorized Members have approved disbursement of indemnification funds for tankbottoms.eth and benreed.eth, the former Service Provider dao-lawfirm.eth, and core Contributors from hereon referred to as the "Indemnified Members".

Proposal for Payout of Deferred Legal and Indemnification Expenses

Thesis

Specification

Deferred Legal Fees

Advance for Indemnified Members

Utilization

Risks

Snapshot Consensus by the DAO Members

Authors

Specification

The DAO Multisig¹ shall transfer DAI 2,558,831 to the Developer Multisig.² The Developer Multisig will transfer and disburse the relevant funds to dao-lawfirm.eth and the above mentioned Indemnified Members.



Deferred Legal Fees

The following represents costs associated with legal services performed by the Service Provider for the DAO and it's affiliates, including (but not limited to):

- Drafting governance documents such as Terms of Service, Privacy Policies, or Opinion letters;
- Drafting documents for the formation of legal entities, and filing those documents;
- Providing agreement templates for use in legal.juicebox.wtf; and,
- Conducting tax estimations and impact assessments.

| Date | Description | Amount Invoice d | Amount Deferre d |
|------------|---|------------------|------------------|
| 2023-01-01 | Deferred legal fees from Oct-2021 to Feb-2022 | DAI 96,660 | DAI 58,831 |

Advance for Indemnified Members

The following represents the total sum of disbursements for the Indemnified Members. Each Member has been allocated an advance of DAI 500,000 prior to arbitration, until further notice by the Authorized Members.

| Date | Description | Per Member Amount | Total Amount |
|------------|-------------------------|-------------------|--------------|
| 2023-01-01 | Advance for Indemnified | DAI 500,000 | DAI 2,500,0 |

| | | | |
|-------|---------|---------|----|
| 01 23 | Members | 500,000 | 00 |
|-------|---------|---------|----|



Utilization

The Authorized Members benreed.eth and tankbottoms.eth have reviewed the relevant information and confirmed that this proposal accords with the DAO's agreement with the Service Provider, dao lawfirm.eth for the payout of deferred legal fees.

The Authorized Members benreed.eth and tankbottoms.eth have reviewed the relevant information and confirmed that this proposal also accords with actions ratified by Members of the DAO MIP 0004 approving indemnification rights to the above mentioned Indemnified Members.

Risks

- Authorized members may require additional indemnification funds.
- This might not be the most efficient way to accomplish the DAO's goals.
- The funds could be better used somewhere else.

Snapshot Consensus by the DAO Members

Whereas the DAO through its Members voted to adopt the following actions via Snapshot and resolves as follows:

RESOLVED: That the DAO Multisig transfer of DAI 2,558,831 to the Developer Multisig (hereinafter, "Payout of Deferred Legal Fees and Indemnification Expenses") is hereby adopted and approved;

FURTHER RESOLVED: That the Developer Multisig shall transfer DAI 58,831 to the account specified by the Service Provider, dao-lawfirm.eth, and that the Authorized Members are authorized to pay and reimburse expenses associated with any additional expenses of the

DAO and the DAO's affiliate entities, including without limitation expenses incurred prior to the formation and/or incorporation of the entities.

FURTHER RESOLVED: That the Authorize Members further authorize, the Developer Multisig to transfer a total sum of DAI 2,500,000, a disbursement of DAI 500,000 to each of the Indemnified Members and the account its choosing as an advance indemnification as approved in Snapshot MIP-0004, however explicitly approved prior to arbitration, until further notice by this Committee is hereby adopted and approved. Any indemnification funds that are not utilized shall be returned to the DAO.

RESOLVED FURTHER: That the Authorized Members convened and are hereby jointly and severally authorized to take any and all actions, along with executing or signing any cryptocurrency transactions, and executing and delivering any other documents, agreements, instruments, and/or certificates as he or she may deem necessary, advisable, or incidental, in connection with the preceding resolution, and other resolutions herein, or any related documents. This also includes authorization to perform or resolve the obligations of the DAO, and/or its affiliates.

RESOLVED FURTHER: That any and all actions taken by the Authorized Members to carry out the purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified, and confirmed.

This action by the Authorized Members shall be effective as of the date the DAO receives the consent of its Members via the Snapshot vote. This action by the Authorized Members may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action.

Authors

1. 0xA4e6C2B6264652444B3F0cc1bB37496AE916931c

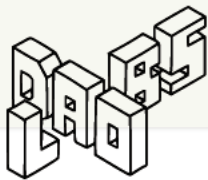
Footnotes

1. The DAO Multisig is a Gnosis Safe at 0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6 on the Ethereum Mainnet. ↗
2. The Developer Multisig is a Gnosis Safe at 0x2187e6a7c765777d50213346F0Fe519fCA706fbD on the Ethereum Mainnet. ↗



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DAOLABS

Connect Wallet



Proposal for the DAO's 2023 Operational Budget

Authors: tankbottoms.eth, benreed.eth
Date: 2023-01-31

Thesis

Transfer DAI 5,354,433 from the Gnosis Multisig¹ to the Developer Multisig² to extend product development runway of the DAO, funding 12 months of product development and operations including:

- Product development and development expenses;
- Tooling, product documentation;
- Legal and accounting services;
- Branding and design work;
- Community building, on boarding, business development, and marketing resources;
- NFT/DAO seed funds and creation of an NFT artist/creator grant; and,
- General reimbursements of operational expenses.

1. This payout includes funds for additional development headcount to accelerate product development.
2. This payout includes funds to partially hire various headcount to support marketing, business development, and onboarding functions for the DAO.
3. This payout includes ongoing budgeted expenses borne by the DAO and Authorized Members such as travel & lodging, hosting providers, online services and other miscellaneous operational

Proposal for the DAO's
2023 Operational Budget

Thesis

Motivation

Specification

Multisig

Proposed Budget

Utilization

Rationale

Risks

Snapshot Consensus by
the DAO Members

Authors

SERVICES AND OTHER MISCELLANEOUS OPERATIONAL expenses.

4. This payout includes token purchases.
5. This payout includes marketing investment funds to seed the DAO with content from top NFT artist and creators, in addition to supporting the launch and growth of projects on the platform.



Motivation

The previously approved Bootstrap Product Development, MIP 0003 expired December 31, 2022. This extends the DAO's product development runway for the rest of the year, 2023. By approving 12 months of product development, it avoids the time consuming, cumbersome, and ineffective method of managing operational costs on a month to month basis.

The Authorized Members were provided with a contract (between certain prior members), which in turn, they promised to the core contributors certain compensation and benefits, the expenditure of the budget was intentionally throttled to elongate the capital expenditures and ensure that the DAO could recruit and add talent slowly given the larger crypto market; additionally, the development engineering budget was under the Authorized Members' "direct authority" with complete "ownership of all operational decisions", including the allocation of the DAI 1,000,000 token purchases.

Specification

Multisig

The Gnosis Multi-sig shall transfer DAI 5,354,433 to `developer.movedao.eth` (`0x2187e6a7c765777d50213346F0Fe519fCA706fbD`), a Gnosis Safe, which has 5 of 13 signers including:

1. `eth:0x818e90cDc2771385d784563173046d7759c8117f`
2. `eth:0x468f178672C86bFA02e5E1B0413C3ccf55A37409`
3. `eth:0xA5B70097650FAeC3e87AA9174A76cd78925f7ae0`
4. `eth:0x752515a3A1091b9f1c04416CF79D1F14d2340085`
5. `eth:0x5d95baEBB8412AD827287240A5c281E3bB30d27E`
6. `eth:0x38F83dD64DADFd871BE920422B8Cb5703a1e45a3`
7. `eth:0x9245D6527462b76638789A78Cec69A4C003f878d`
8. `eth:0xe588A90B346236fCEc4543a101CD92d01C3ffFD6`

9. eth:0x0ca396c41f6548a39d1982077c119ec1479b11bf
10. eth:0x008820f8256f950836775e52571347ffd5309d2b
11. eth:0x0087f67b6b0995d3e7d21f2b94ef92f4582868ad
12. eth:0x73255155964a09abb91994fe0efb8d330f10adaa
13. eth:0xfeb18aef7a8bb0598a301274777fc9c525ed9b98



Proposed Budget

See the Proposed Budget, attached hereto as Exhibit A. These documents are high-level overviews and are subject to change based on product development needs. The Authorized Members intend to iterate on the budget and continually publish updates to the DAO and its community.

Utilization

Both technical development and operations budgets shall be utilized at the discretion of the Authorized Members, benreed.eth and tankbottoms.eth, with oversight from a newly acting interim Service Provider. Newly established marketing, business development, and community functions will also be managed by the development team.

Rationale

- This proposal provides funding to the development team, enabling them to launch and scale a suite of DAO applications and services, while continuing to ship product and feature enhancements throughout the course of this year, 2023.
- Funding additional business development and marketing headcount will allow the DAO to recruit and secure top Web3 projects and partnerships, NFT artists, and creator talent for the DAO's platform, helping to build momentum and grow the DAO.

Risks

- Original budget did not include marketing, business development, and community functions.
- Original budget did not include any redemptions which may be made available.
- Certain members or large token holders have reneged on their prior promises.

- The Authorize Members may have to expend DAO resources for litigation and/or arbitration and/or indemnification.
- Transparent operation of the DAO is not certain or guaranteed.
- These funds may not be ideally distributed.
- These funds may be more useful later on.
- Additional funds may be required due to underestimation of costs.
- The DAO is delegating major responsibility by approving a budget for 12 months.



Snapshot Consensus by the DAO Members

Whereas the DAO through its Members voted to adopt the following actions via Snapshot and resolves as follows:

RESOLVED: That the Gnosis Multisig transfer of DAI 5,354,433 to the Developer Multisig (hereinafter, "Budget") is hereby adopted and approved;

FURTHER RESOLVED: That the Authorized Members are authorized to pay and reimburse expenses associated with incorporation, organization, development, engineering compensation, subscriptions, marketing, and other expenses of the DAO and the DAO's affiliate entities, including without limitation, expenses incurred prior to the approval of this budget.

RESOLVED FURTHER: That the Authorized Members convened and are hereby jointly and severally authorized to take any and all actions, along with executing or signing any cryptocurrency transactions, and executing and delivering any other documents, agreements, instruments, and/or certificates as he or she may deem necessary, advisable, or incidental, in connection with the preceding resolution, and other resolutions herein, or any related documents. This also includes authorization to perform or resolve the obligations of the DAO, and/or its affiliates.

RESOLVED FURTHER: That any and all actions taken by the Authorized Members to carry out the purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified, and confirmed.



This action by the Authorized Members shall be effective as of the date the DAO receives the consent of its Members via the Snapshot vote. This action by the Authorized Members may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action.

Authors

1. 0x5d95baEBB8412AD827287240A5c281E3bB30d27E
2. 0xA4e6C2B6264652444B3F0cc1bB37496AE916931c

Footnotes

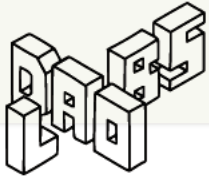
1. The DAO Multisig is a Gnosis Safe at 0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6 on the Ethereum Mainnet. ↗
2. The Developer Multisig is a Gnosis Safe at 0x2187e6a7c765777d50213346F0Fe519fCA706fbD on the Ethereum Mainnet. ↗

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Emergency Proposal to Consolidate Crypto Pursuant to Court Order

Authors: benreed.eth
Date: 2023-03-06

Emergency Proposal to Consolidate Crypto Pursuant to Court Order

Thesis

Motivation

Specification

Snapshot Consensus by the DAO Members

Authors

Thesis

This Emergency Proposal has been created to confirm the Movement community and Authorized Member's support of the following actions. By voting affirmatively, Members are explicitly approving the proposed actions.

Authorized Members **tankbottoms.eth**¹ and **benreed.eth**² recently had a complaint (Case No. 23-cv-20727) filed against them by Ryan Breslow³, Alex Fine⁴, and Jon Gordon⁵ ("Plaintiffs") in the Southern District Court of Florida. Plaintiffs were part of the founding team of Movement DAO, and operated anonymously within the community. Plaintiffs were granted an Emergency Ex Parte Temporary Restraining Order ("TRO") against **tankbottoms.eth** and **benreed.eth**. The TRO requires **tankbottoms.eth** and **benreed.eth** to unwind certain Movement transactions. **Tankbottoms.eth** and **benreed.eth**, through counsel, intend to challenge the TRO, and seek clarification concerning the TRO.

Motivation



Tankbottoms.eth and **benreed.eth**, through their counsel, **the Dhillon Law Firm**, intend to show the Court the issuance of the TRO was inappropriate, and will seek to lift all restrictions imposed by the TRO. However, in the interim, **tankbottoms.eth** and **benreed.eth** would like to demonstrate good faith compliance with the TRO, including unwinding certain past transactions by making the transfers specified below. The TRO may extend to certain other transfers, which counsel is identifying and indexing, and may be subject to further proposals. The Authorized Members still want to ensure that all Movement operations and activity that occur while this Complaint is being resolved abide by the DAO's governance outlined in the Guiding Principles, and associated governance materials.

Specification

1. The Authorized Members will consolidate 4,217.951 DAI and 722.69 ETH from the **developer.movedao.eth** wallet to the **gnosis.movedao.eth** wallet.
2. **Benreed.eth** will transfer 148.53 ETH from **benreed.eth** to the **gnosis.movedao.eth** wallet.
3. Both **developer.movedao.eth** and **benreed.eth** will retain 1 ETH for any gas fees associated with this and future transactions.

The transfers **will not** serve as an acknowledgement of any culpability or liability on behalf of the Authorized Members, but simply are required pursuant to the TRO.

Snapshot Consensus by the DAO Members

Whereas the DAO through its Members voted to adopt the following actions via Snapshot and resolves as follows:

RESOLVED: That it is in the best interest of the DAO for the Authorized Members and **benreed.eth**.



with support from legal counsel, to move 4,217.951 DAI and 722.69 ETH from the **developer.movedao.eth** wallet to the **gnosis.movedao.eth** wallet, and to move 148.53 ETH from **benreed.eth** to the **gnosis.movedao.eth** wallet;

RESOLVED FURTHER: That each Authorized Member and agent of the DAO is hereby jointly and severally authorized to do any act, matter, or thing, and to execute and deliver any other document as he or she may deem necessary, advisable, or incidental, in connection with the preceding specification, and other sections herein, or any related documents.

This action by the DAO Members by Snapshot vote shall be effective as of the date the DAO Entities receives the consent of the DAO at the majority vote cast or at the end of the Snapshot vote. This action by the DAO Members consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action.

Authors

1. 0xA4e6C2B6264652444B3F0cc1bB37496AE916931c

Footnotes

1. **tankbottoms.eth** is the ENS of Mark Phillips. ↵
2. **benreed.eth** is the ENS of Benjamin Reed. ↵
3. **Ryan Breslow** employs the Ethereum address of 0xDbE76F6ae97dFD5bdd1D7DAD8972740d18aB2b57. ↵
4. **Alex Fine** employs the Ethereum addresses of jamesbarrie.eth, 0x211be2dDC09c482B27Ed780A710b18d8Cb76328E, 0xDe10F01e3f9bF288eF7A91cb4744B4AF3F2797F0, and 0x746cf650d4E5431474E8D4E2d5B6Bbe53772b498. ↵

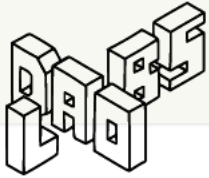
5. **Jonathan Gordon** employs the Ethereum

3. Jonathan Gordon employs the Ethereum addresses of jimmyethworld.eth, 0x58Ba373d9eE46ED5402a6A15fE9CcADc67dE1650, and 0xb44A14dEcD9270E34E2dDaff4CD8690a2Cb88461.



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Connect Wallet



Proposal for a Limited Waiver of the Attorney-Client Privilege and Attorney Work Product Doctrine with the Law Firm of Reed Yurchak

Authors: benreed.eth and tankbottoms.eth

Date: 2023-03-14

This Emergency Proposal has been created to confirm the Movement community and Authorized Member's support of the following actions. By voting affirmatively, Members are explicitly approving the proposed actions.

Thesis

Authorized Members **tankbottoms.eth** and **benreed.eth** recently had a complaint filed against them by Ryan Breslow, Alex Fine, and Jon Gordon ("Plaintiffs") in the Southern District Court of Florida. Plaintiffs were part of the founding team of Movement DAO, and operated anonymously within the community. Plaintiffs have filed a motion for a preliminary injunction ("PI") against **tankbottoms.eth** and **benreed.eth**, whose counsel is now preparing a response to this motion. Part of the Authorized Member's response to this motion will include discussion of materials that may be subject to attorney-client privilege and the attorney work product doctrine, namely emails involving the Law Office of Reed

Proposal for a Limited Waiver of the Attorney-Client Privilege and Attorney Work Product Doctrine with the Law Firm of Reed Yurchak

Thesis

Motivation

Snapshot Consensus by the DAO Members

Authors

Yurchak (the "Firm"), a law firm who Movement engaged directly, and discussions of the work the Firm performed for Movement. Thus, the Authorized Members propose that Movement waive the attorney-client privilege and attorney work product doctrine with respect to certain communications and documents related to the Firm, for the purpose of proving that the Firm did work for Movement in their opposition to the PI motion.



Motivation

Tankbottoms.eth and **benreed.eth** feel that including these communications between Movement and the Firm will strengthen their opposition to Plaintiff's motion for a PI.

Snapshot Consensus by the DAO Members

Whereas the DAO through its Members voted to adopt the following actions via Snapshot and resolves as follows:

RESOLVED: Movement will institute a limited waiver of the attorney-client privilege and attorney work product doctrine with the Firm;

RESOLVED FURTHER: That each Authorized Member and agent of the DAO is hereby jointly and severally authorized to do any act, matter, or thing, and to execute and deliver any other document as he or she may deem necessary, advisable, or incidental, in connection with the preceding resolution, and other sections herein, or any related documents.

This action by the DAO Members by Snapshot vote shall be effective as of the date the DAO Entities receives the consent of the DAO at the end of the Snapshot vote. This action by the DAO Members consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action.

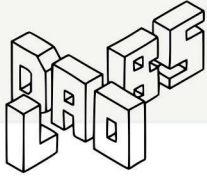
Authors

1. [0x5d95baEBB8412AD827287240A5c281E3bB30d27E](#)
2. [0xA4e6C2B6264652444B3F0cc1bB37496AE916931c](#)

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Intro

The Peace Movement DAO

The Peace Movement DAO's purpose is to fund life-saving assistance and support for Ukrainian refugees and displaced people. The DAO is providing immediate support for Ukrainians facing humanitarian crises, and will continue to provide support as they rebuild their lives.

Peace DAO is democratically governed by its community, **radically reducing overhead and maximizing impact.**



FAQ

How does Peace DAO work?

Intro

The Peace Movement DAO

FAQ

How does Peace DAO work?

How can I help?

What is a DAO?

Peace DAO is using DAO technology to *radically* maximize impact per dollar.

Charitable organizations can be notoriously inefficient—in many cases, **less than 10% of donation revenue goes towards a charity's stated purpose**. When funds *do* get utilized, the spending is often opaque and out of touch, disconnected from genuine needs.

Instead of going towards impact, donations end up in the hands of administrators, advertisers, landlords, and lawyers. Not only does this reduce impact—it leaves donors feeling disillusioned and powerless to affect change.

In contrast, Peace DAO is:

- Transparent. Coordination takes place in our public Discord server. Anybody can join, read along, and contribute to our mission.
- Efficient. Peace DAO is run by volunteers, and deploys funds directly to those in need. Peace DAO doesn't spend on advertising, administration, or anything else that would take away from our impact.
- In touch. Peace DAO is directly accessible to those who need funds most, meaning resources can be allocated exactly where they are needed.
- Agile. Peace DAO is a small group, meaning funds can be deployed rapidly. Instead of having to go through layers of bureaucracy and management, proposals go straight to DAO voting.
- Accountable. Peace DAO is beholden to the will of its community and its token holders, expressed through democratic voting.

How can I help?

Join the discussion in our Discord server! To donate and participate in our governance process, read our first steps guide.

What is a DAO?

A DAO (Decentralized Autonomous Organization) is a community which uses cryptocurrency and other decentralized technologies to organize in novel ways. DAOs are usually:

- Decentralized, meaning there is no central

- Decentralized, meaning there is no central authority controlling the organization. DAOs are

owned by their communities, who guide the DAO through democratic voting processes.

- Autonomous, meaning that core functions are handled automatically and transparently. DAOs use smart contracts and other decentralized technology to manage funds, control membership, and self-govern.
- Accessible—anybody can join a DAO and begin participating in meaningful ways. DAOs empower passionate contributors by transcending national and regional boundaries.
- Fully transparent. By design, DAOs have to build, operate, and communicate in the open.
- Censorship resilient due to their decentralized nature.



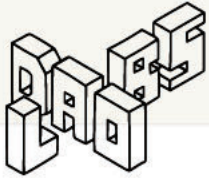
DAOs have raised millions of dollars, created thousands of jobs, and built products, infrastructure, and public goods used by millions.

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What is an Ethereum wallet?

Setting Up Your Wallet

Getting ETH

Donating to Peace DAO

Video Guide

Donate

This guide will teach you how to set up a wallet, get Ethereum, and donate to Peace DAO.

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Ethereum is decentralized cryptocurrency which facilitates peer-to-peer transactions. Along with storing and transferring value, the Ethereum network can store and run computer programs called smart contracts. Smart contracts have many applications—they can perform computations, hold funds in escrow, create new currencies, store data, mint NFTs, send communications, and even generate graphics.

Ethereum wallets are applications which let you interact with the Ethereum network. Think of it like an internet banking account—without the bank. Your wallet lets you read your balance, send transactions, and connect to Ethereum applications.

Setting Up Your Wallet

Visit Metamask's download page and install it to your device. Once installed, Metamask will greet you with a welcome screen:



Welcome to MetaMask

Connecting you to Ethereum and the Decentralized Web.

We're happy to see you.

Get Started

Select *Get Started*, and then select *Create a Wallet*. Metamask will guide you through the wallet creation process.

Getting ETH

Open your Metamask wallet and select *Buy*.



0 ETH

\$0.00 USD



Send



Swap

A prompt will ask which provider you would like to use:

| Provider | Fees |
|----------|------|
|----------|------|

| Provider | Fees |
|----------|--|
| Coinbase | 1% fees on all transactions. |
| Pay | |
| Transak | 5% fees and a network fee. |
| Moonpay | 4.5% for card payments and 1% for bank transfers. Both options invoke a network fee. |
| Wyre | The greater between \$5 or 2.9% + 30c. |



Make sure to buy some extra ETH for paying fees! Depending on your jurisdiction, you may be asked to present identifying documents when purchasing ETH.

Donating to Peace DAO

Once you have ETH in your wallet, visit [Peace DAO's Juicebox treasury](#). Click Connect in the upper right-hand corner, and select Metamask when prompted. Log in to your Metamask wallet, click Next, and then click Connect. Once connected, your wallet should appear in the upper right-hand corner like so:



All donations are paid in ETH, but you can denominate your donation in USD by clicking the light blue ETH toggle. Enter the amount of ETH or USD you would like to contribute, and click the Peace button to the right.



Peace DAO Movement

ID: 528 V1.1

@peace peace.move.xyz/ @thereyanking Discord

The Peace DAO Movement is a decentralized, member-based organization that was founded to support people impacted by the crisis in Ukraine. Members will channel donations and vote on the direction of funding to organizations, causes, and activities th... [Read more](#)

Owned by: peace.movedao.eth

VOLUME

€26.5495

IN JUICEBOX

€0

IN WALLET

41,697 JBX + €8.77

ALL ASSETS

ETH

Peace

Receive 000,000 PEACE/1 ETH

or [buy PEACE on exchange](#)

A series of pop-ups will guide you through relevant risks and disclosures. Please read these warnings carefully—if you have questions, ask for help in our [Discord server](#). During this stage, you can add a public memo to be displayed alongside your contribution.

PLAINTIFF0003720

Confirm that you have read the warnings by clicking Pay. At this point, a Metamask pop-up will ask you to confirm the transaction.

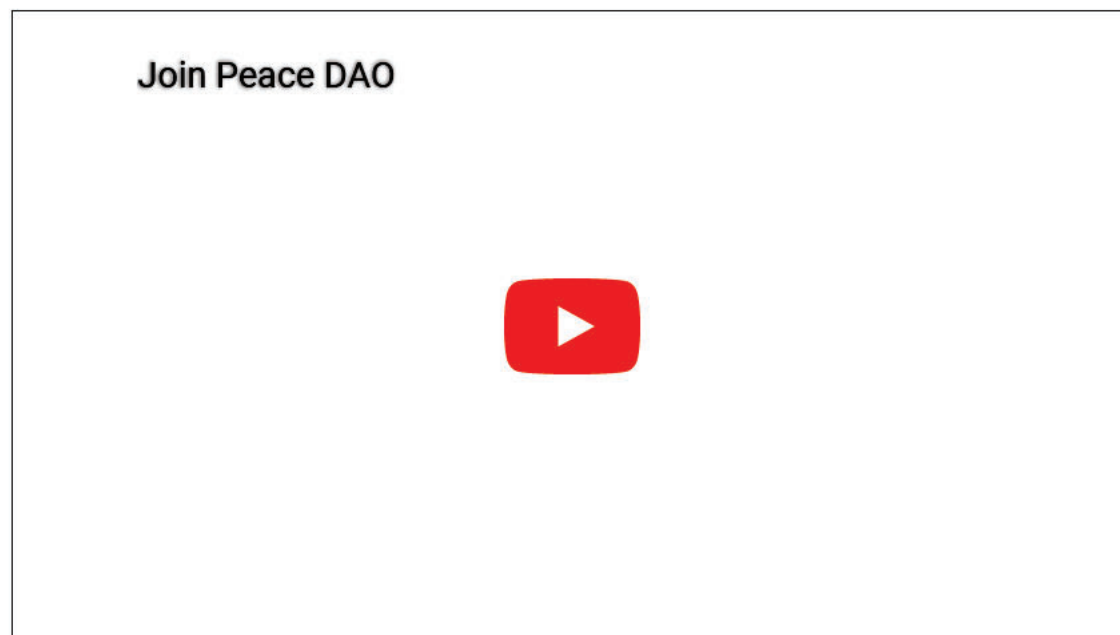
Scroll down, double check the amount, and click Confirm.

Thank you for your donation. Tokens will be issued to your wallet automatically. To learn how you can use tokens and participate in the DAO, read [part two of this guide](#).

Note: All Ethereum transactions invoke "gas fees" which pay to maintain the Ethereum network. Metamask will automatically calculate your gas fee—exercise caution when editing this number, as it may cause your transaction to fail.

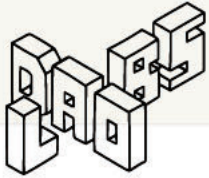
Video Guide

A video version of this article:



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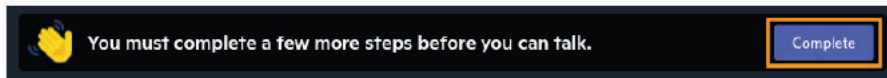
Join Us

This guide will teach you how join Peace DAO.

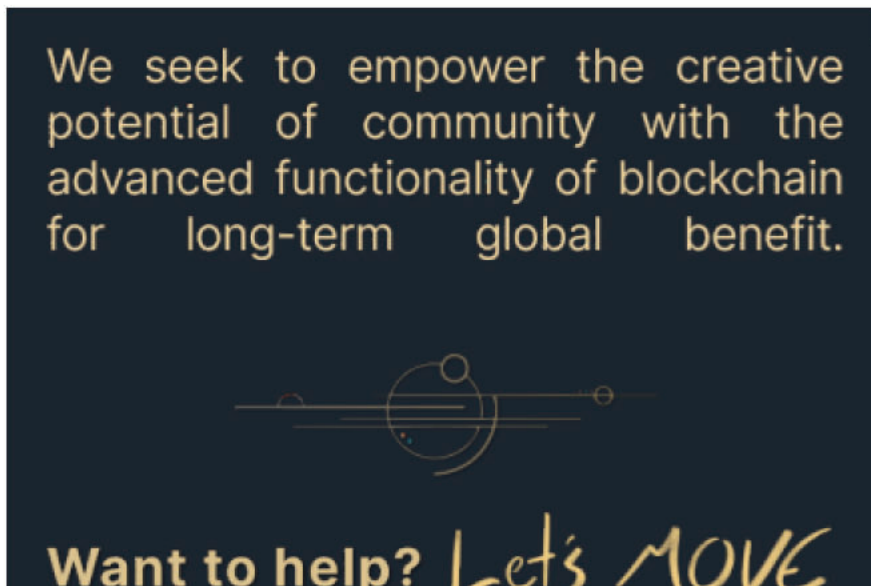
Discord

Start by joining the Movement DAO Discord server, which hosts Peace DAO's communication channels. If you do not have a Discord account, you can create one for free at discord.gg.

Once you have joined, click Complete:



Read over the server rules, agree, and click Submit. Then click Join the Community in the # | welcome channel:



Join Us

Discord

Voting

Creating Proposals

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Navigate to the # |next-step channel, and select Peace DAO:



Join a Guild:

Marketing Guild

Developer Guild

Artists Guild



Ongoing Movements:

Peace DAO

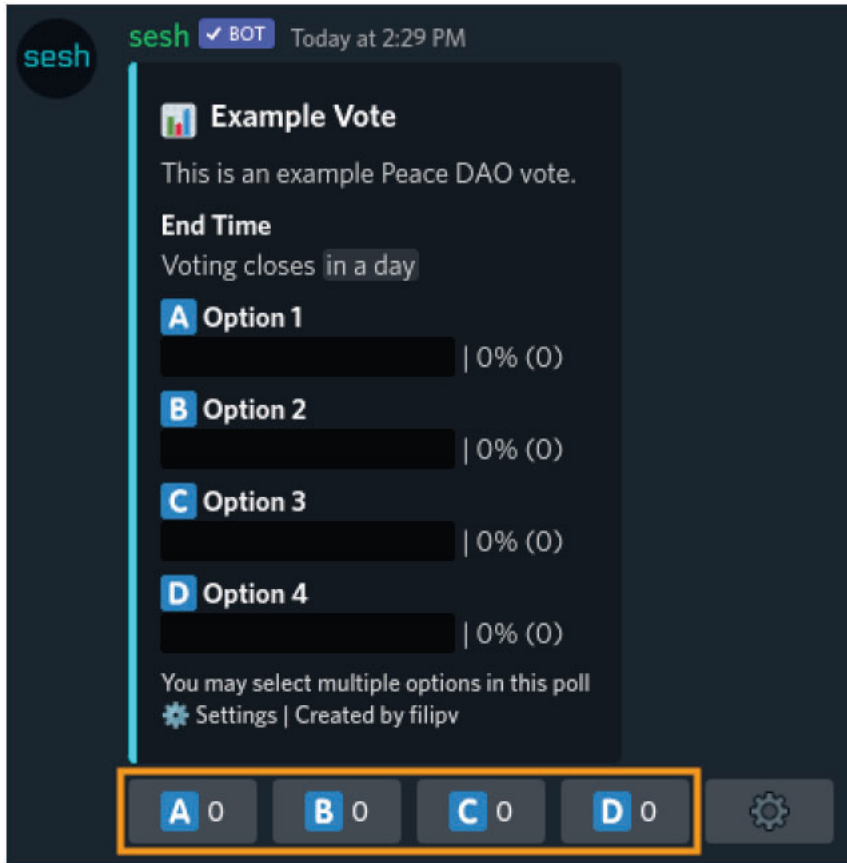
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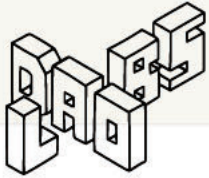


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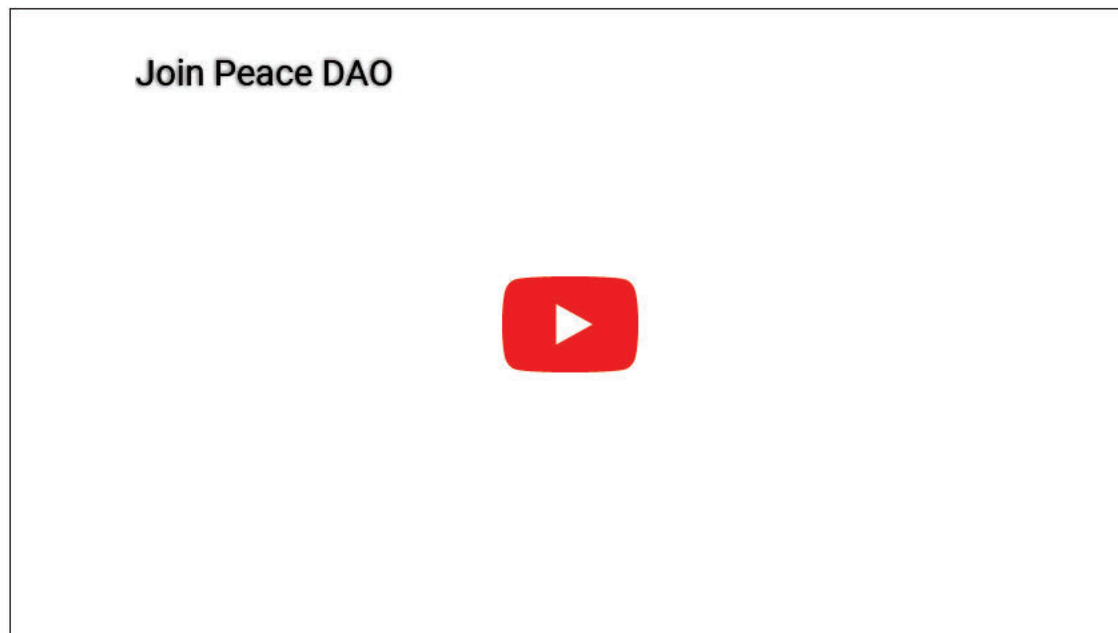
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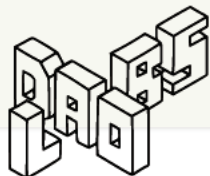
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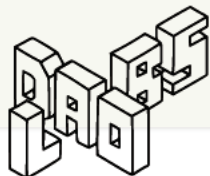
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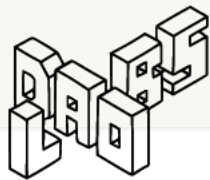
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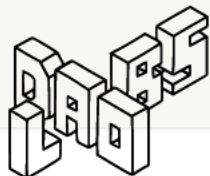
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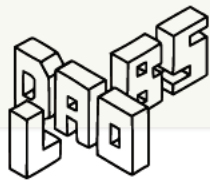
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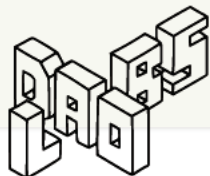
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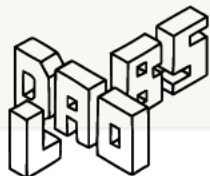
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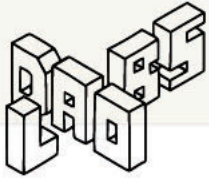
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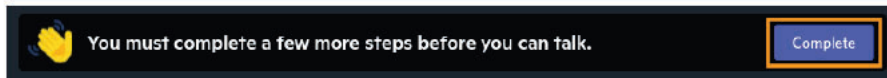
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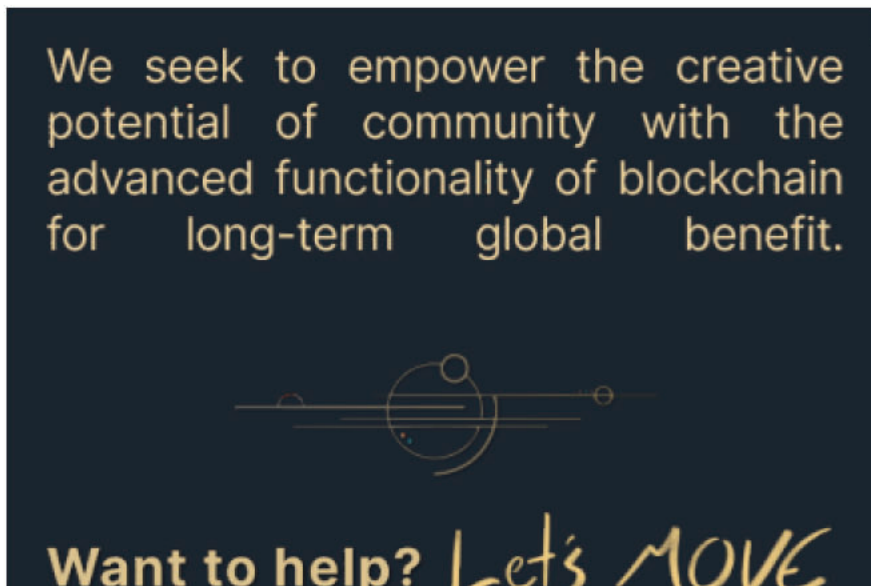
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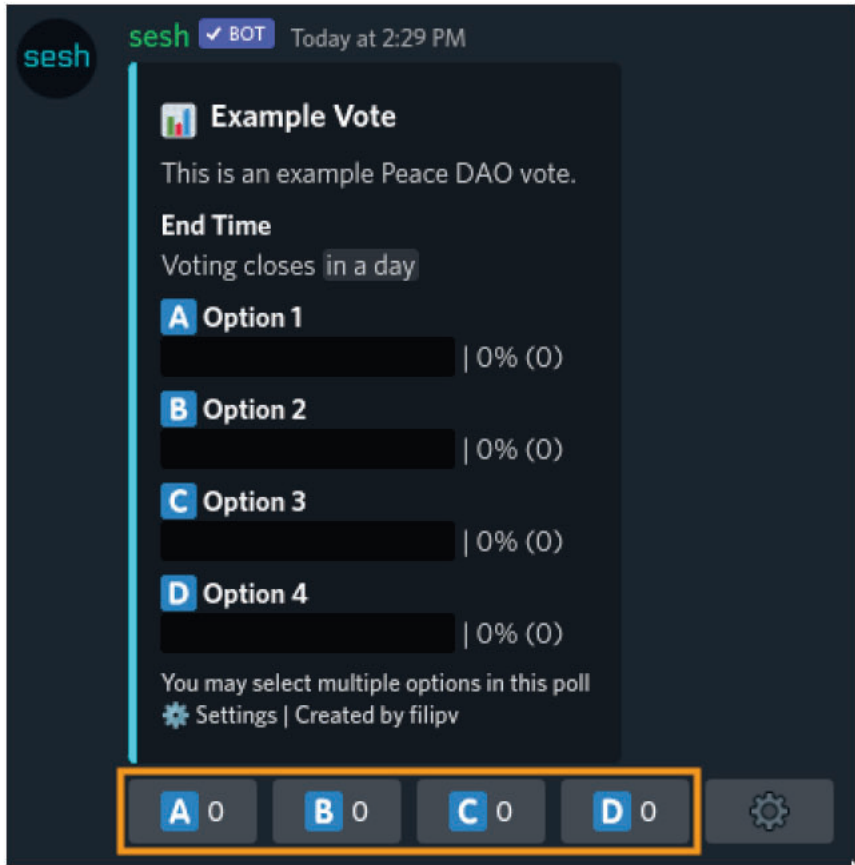
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Multisig

Definition

Guidelines

Multisig

The Peace DAO Multisig is responsible for custody of Peace DAO's treasury and the execution of certain onchain actions in proposals.

Definition

The Peace DAO Multisig is a Gnosis Safe at 0xD2427c0e44D28Ea74c0504E072c6073d135569B2 (the "Multisig").

Guidelines

The Multisig Safe Owners ("Signers") must agree to abide by the following principles:

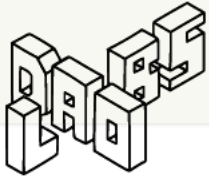
1. Signers agree to act in accordance with the will of Peace DAO, as expressed through Peace DAO's governance process.
2. The Multisig must maintain a Safe threshold equal to or greater than 60 percent of the number of Multisig members.
3. Multisig transactions must be in accordance with Peace DAO's governance process.

Signers in violation of these principles are to be removed from the Multisig, at the discretion of dao-lawfirm.eth.

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Process

Peace DAO is governed by its community, as expressed through Peace Token and Peace DAO Movement NFT voting.

Step 0 - Discussion

Authors can submit proposals at any time by creating a discussion thread in the # | proposals channel of the Peace DAO Discord.

You can use the proposal template as a starting point. When writing your proposal, try to be as detailed as possible in your specification. Include what is necessary short, specific proposals are best.

Step 1 - Temperature Check

Once a proposal is finalized, the author can create a **3 day temperature check** (react-vote Discord poll). During the temperature check, authors can update or redact their proposals based on the DAO's feedback.

Step 2 - Snapshot Voting

A **4 day Snapshot vote** will be created for proposals which receive at least 6 affirmative temperature check votes. Each Snapshot proposal must include the full proposal text or a link to an immutable version of the

Process

- Step 0 - Discussion
- Step 1 - Temperature Check
- Step 2 - Snapshot Voting
- Step 3 - Execution

full proposal text. Proposals must be announced in the DAO's Discord before voting opens.

Peace DAO's Snapshot Space will grant 1 vote per Peace Token and 200,000 votes per Peace DAO Movement NFT.

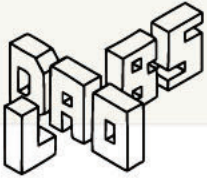


Step 3 - Execution

The DAO's Multisig executes proposals with at least 60% approval on Snapshot.

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Snapshot Strategies



ERC-721 With Multiplier
Delegation

Snapshot Strategies

Peace DAO's Snapshot space employs three strategies:

Contract Call

contract-call with the following parameters:

```
{
  "args": [ "%{address}", "0x210" ],
  "symbol": "PEACE",
  "address": "0xee2eBCcB7CDb34a8A822b589F9E8427C24351bfc",
  "decimals": 18,
  "methodABI": {
    "name": "balanceOf",
    "type": "function",
    "inputs": [
      {
        "name": "",
        "type": "address",
        "internalType": "address"
      },
      {
        "name": "",
        "type": "uint256",
        "internalType": "uint256"
      }
    ],
    "outputs": [
      {
        "name": "",
        "type": "uint256",
        "internalType": "uint256"
      }
    ]
  }
}
```

```
    ],  
    "stateMutability": "view"  
  }  
}
```



ERC-721 With Multiplier

erc721 with multiplier with the following parameters:

```
{  
  "symbol": "PEACE",  
  "address": "0x1c43E7Fb2885d9FF4403521eAE41d7943F7f51Ee",  
  "multiplier": 200000  
}
```

Delegation

delegation with the following parameters:

```
{  
  "symbol": "PEACE (delegated)",  
  "strategies": [  
    {  
      "name": "contract-call",  
      "params": {  
        "args": ["%{address}", "0x210"],  
        "symbol": "PEACE",  
        "address": "0xee2eBCcB7CDb34a8A822b589F9E8427C24351bfc",  
        "decimals": 18,  
        "methodABI": {  
          "name": "balanceOf",  
          "type": "function",  
          "inputs": [  
            {  
              "name": "",  
              "type": "address",  
              "internalType": "address"  
            }  
          ],  
          "outputs": [  
            {  
              "name": "",  
              "type": "uint256",  
              "internalType": "uint256"  
            }  
          ]  
        }  
      }  
    ],  
    {  
      "name": "contract-call",  
      "params": {  
        "args": ["%{address}", "0x210"],  
        "symbol": "PEACE",  
        "address": "0xee2eBCcB7CDb34a8A822b589F9E8427C24351bfc",  
        "decimals": 18,  
        "methodABI": {  
          "name": "balanceOf",  
          "type": "function",  
          "inputs": [  
            {  
              "name": "",  
              "type": "address",  
              "internalType": "address"  
            }  
          ],  
          "outputs": [  
            {  
              "name": "",  
              "type": "uint256",  
              "internalType": "uint256"  
            }  
          ]  
        }  
      }  
    ]  
  ]  
}
```

"type": "uint256",
"internalType": "uint256"

}

],
"stateMutability": "view"

}

}

},
{

"name": "erc721-with-multiplier",
"params": {
"symbol": "PEACE",
"address": "0x1c43E7Fb2885d9FF4403521eAE41d7943F7f51Ee",
"multiplier": 250000

}

}

]

}



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Proposal Template

Authors are advised to consider how their proposal will be executed in detail. This template is a suggestion—proposal authors can deviate from it. [Download here.](#)

Proposal Template

Proposal Title

Thesis

Motivation

Specification

Rationale

Risks

Timeline

Proposal Title

Author:

Creation Date: (YYYY-MM-DD)

Thesis

What's the idea?

Motivation

Why now? What problems does this solve?

Specification

How exactly will this be executed? Be specific and leave no ambiguity.

Rationale

Why is this specification the best way to address this thesis?

Risks

What might go wrong?

Timeline

When exactly should this proposal take effect? When exactly should this proposal end?



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Contract Addresses

PeaceDAO Contract
Addresses

Contract Addresses

PeaceDAO Contract Addresses

Peace DAO's Gnosis Multi-Signature Safe:
0xD2427c0e44D28Ea74c0504E072c6073d135569B2 (*Gnosis Safe*)

Peace DAO's Mainnet Ethereum NFT:
0x1c43E7Fb2885d9FF4403521eAE41d7943F7f51Ee (*OpenSea*)

Peace DAO's Mainnet Ethereum Token:
0xdE43304bD02E5517a1B646179eb9612b5d58E6A1¹

See the *Juicebox Docs* for *Juicebox v1* and *Juicebox v2* contract addresses.

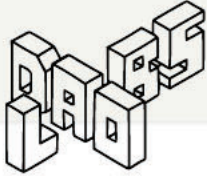
Footnotes

1. To reduce gas fees, newly issued \$PEACE tokens are stored in the Juicebox TicketBooth contract. The ERC-20 contract above reflects the total supply of claimed ERC-20 \$PEACE tokens. To ascertain the total supply of claimed (ERC-20) and unclaimed \$PEACE tokens, call the `totalSupplyOf()` function on the TicketBooth contract deployed to 0xee2eBCcB7CDb34a8A822b589F9E8427C24351bfc, passing the desired Ethereum address and the project ID **528** (hex encoded as 210) as arguments.

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'Guiding Principles'

PeaceDAO Guiding Principles

Definitions.

► Definitions

Introduction.

These guiding principles constitute an Agreement (hereinafter the "**Agreement**") and are entered into by and amongst members of PeaceDAO (hereinafter "**PeaceDAO**", "**DAO**" or " **DAO**"), an unincorporated nonprofit association organized under the laws of the State of Delaware.

The following terms apply when you click to view or access DAO's Dapp or DAO's online services (including <https://peace.move.xyz>) (collectively, "**the DAO Services**" or "**Services**"), donate or transfer cryptocurrencies such as Ethereum, or transfer one or more ERC-20 ("**Tokens**") or ERC-721 ("**NFTs**") or other digital assets (collectively, "**Cryptographic currencies**") to the DAO, become a Member of DAO, receive DAO Tokens, hold Governance Rights for the DAO, interact with or access the DAO's smart contracts in any way, provide services to the DAO, donate or transfer any property to the DAO, or otherwise interact with or access the DAO's current or future services. The DAO's governance is currently hosted on [Peace DAO's Snapshot Space](#), however for the purpose of this agreement we refer to this as

'Guiding Principles'

PeaceDAO Guiding Principles

Definitions.

Introduction.

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part of the DAO Service.

By doing any of the above, you signify your agreement to these terms. If you do not agree to be bound by the Agreement in its entirety, you may not access, interact with, or use the DAO Dapp or online services.

Capitalized terms used herein have the meanings ascribed to them in the Definitions.

1. Organization.

(a) Formation. The DAO was formed on March 15, 2021. The obligations of members of the DAO shall be determined pursuant to the Delaware Uniform Unincorporated Nonprofit Association Act, Del. Code Ann. Tit. 6, §§ 1901-1916 inclusive (the "Act"), and this Agreement.

(b) Purpose. Peace DAO's purpose is to fund life-saving assistance and support for refugees of war and internally displaced people.

The DAO is an unincorporated association of individuals, corporations, statutory trusts, business trusts, estates, trusts, partnerships, limited liability companies, associations, joint ventures, and other legal or commercial entities, many of whom, if not all of whom, agree to join together for a common, nonprofit purpose. For the DAO, that purpose is encapsulated in its mission statement.

The DAO is not intended to be or become an entity required to register as an "investment company" as defined in Section 3(a)(1)(A) of the Investment Company Act of 1940, as amended.

See the Peace DAO Intro.

2. Membership; Governance Rights and Tokens; Limitations.

(a) Governance Rights. Governance Rights in the DAO are represented by Project Tokens, with each Token representing a fractional part of the Governance Rights of all Members (or assignees, as the case may be) equal to the quotient of one



as the case may be, equal to the quotient of 371
(1) divided by the total number of Tokens claimed

at any time. Member's Governance Rights are subject to DAO Governance.

(b) Tokens. As of the date hereof, there shall be an allowance of up to the max number of an unsigned integer or 2^{256-11} , tokens authorized to represent membership interests in the DAO, unless otherwise agreed to and by the Members via a vote occurring through the Dapp. Membership in the DAO, as defined by Del. Code Ann. Tit. 6, § 1901, shall be voluntary and open to any individual whose purpose or presumed intent is to contribute to the DAO and is willing to accept responsibilities and terms of membership. The DAO shall grant the initial Member's governance voting tokens proportional to total contributions to the Peace Treasury, which in turn governs the Gnosis multi-signature wallet².

Notwithstanding the foregoing or any other provision of this Agreement, the DAO may provide initial members Tokens for their role in conceiving and supporting the DAO.

(c) Limitation to the DAO Protocol Configuration. The DAO shall not configure its Juicebox Treasury with an undefined Reserved Rate, a Reserved Rate of 0%, a Redemption Rate of 100%, or a Discount Rate other than 0%. Within reason, the DAO shall not configure its Juicebox Treasury with any parameters that would cause the capital value of Token Redemptions via the Redemption Rate to exceed the cost basis required to issue those Tokens from the DAO's Juicebox Treasury.

(d) Admission. The DAO is a decentralized network of members and may admit or deny membership to individuals for any arbitrary purpose or lack of purpose.

All of the DAO's governing Members shall have their membership determined upon receipt of voting tokens acquired on a public blockchain via the DAO's Juicebox Project management page ("Cryptographic Units", and such holders, "Members"). Cryptographic Units are used for maintaining and improving the governance of



participating in and improving the governance of the DAO through affirmative votes effectuated via the Designated Smart Contract (defined herein)

(such process, "Cryptographic Consensus") or more commonly, Snapshot, the popular off-chain voting protocol ("Snapshot"). Once the DAO's admission requirements are met, a prospective Member's full membership may be put up to a DAO vote. The DAO will consistently review admissions, and if necessary, Members may make adjustments to the DAO admission requirements based on their evolving needs and as registered in a successful vote through the Designated Smart Contract. Notwithstanding, the DAO may admit all individuals who hold the DAO token by capturing an inventory of all current holders and ratifying the membership at Governance intervals from time to time.

(e) Token Liquidity Pools. The DAO shall not create any Liquidity Pools.

(f) Governance Rights and Token Limitations.

Governance Rights and the governance Tokens provide no possibility of profits and losses, no rights to distributions and dividends, and no rights to ownership or management of the DAO. Each Member (or assignees, as the case may be) that receives or holds governance Tokens expressly and unequivocally agrees that the Tokens provide no rights to profits and/or losses, that the Tokens do not entitle their holder to distributions or dividends, and that the Tokens do not make their holder an owner or manager of the DAO.

(g) Token Reserved Rate. Notwithstanding the foregoing or any other provision of this Agreement, contributors to the DAO shall be entitled to receive Reserved Rate Tokens by a vote of the Members, via the Reserved Tokens list, as defined by the DAO's Juicebox Project configuration. Each Member expressly and unequivocally agrees to 2(f) above.

(h) Responsibilities. As of the date hereof, Members are not required to submit to any dues or membership fees. However, in the event the Members agree otherwise via a vote occurring through the DAO or Snapshot, each Member shall



through the app or Snapshot, each Member shall keep reasonably current in payment of any dues or membership fees and other financial obligations

of membership, if applicable and determined by the DAO. Each Member shall notify the DAO of a Discord, Twitter, or other acceptable communication channel by which such Member may receive written or electronic materials required or permitted by this document, or shall notify the DAO that such Member lacks the standard acceptable addresses and designate a mutually acceptable form of communication.

If you have received any Tokens or are otherwise a Member, you consent and agree to become legally bound by this Agreement as both a participant in the DAO and more specifically a DAO "Member".

(i) **Information Rights.** Members shall have access to all information concerning operational and financial affairs of the DAO via

The Etherscan Mainnet Gnosis Multi-Signature Wallet

0xD2427c0e44D28Ea74c0504E072c6073d135569B2,

An Ethereum Block Explorer

<https://etherscan.io/address/0xD2427c0e44D28Ea74c0504E072c6073d135569B2>,

The DAO Juicebox Project Page

<https://juicebox.money/p/peace>, and

The DAO Snapshot

<https://snapshot.org/#/peace.movedao.eth>.

3. Liability.

(a) **No Member Liability.** Except as otherwise provided in this Agreement or the Act, no Member (or former Member) shall be personally liable for the obligations of the DAO, including any obligations owed by any such Member in connection with any breach of this Agreement. A debt, obligation, or other liability of the DAO is solely the debt, obligation, or other liability of the DAO. Members (or former Members) are not personally liable, directly or indirectly, by way



of contribution or otherwise, for a debt, obligation, or other liability of the DAO solely by reason of being or acting as a Member or acting on behalf of the DAO. The failure of the DAO to observe formalities relating to the exercise of its powers or management of its activities and affairs is not grounds for imposing liability on a Member of the DAO for a debt, obligation, or other liability of the DAO.



(b) Member Limitations. No Member shall have the right or power:

(i) to cause the dissolution and winding up of the DAO; or

(ii) to demand or receive property, including any Cryptographic Currency or ERC-20 or ERC-721 Tokens ("Cryptocurrency assets") donated or otherwise transferred to the DAO, except as agreed to by the Members or otherwise provided herein.

4. Admission of Additional Members.

(a) Subject to the provisions of this Agreement, the Members are authorized to accept additional donations from one or more Members, and to admit other Persons to the DAO as additional Members (each such additional Member and such existing Member is an "Additional Member"). Unless otherwise determined by the Members, any such Additional Members shall be admitted to the DAO only if such Member or Additional Member makes a donation via the Dapp.

(b) Accession to Agreement. Each Person who is to be admitted as an Additional Member pursuant to this Agreement shall agree to be bound by all of the terms of this Agreement as if they were a member from the inception of the DAO.

5. Management.

(a) Except as otherwise expressly required in this Agreement, the affairs of the DAO shall be carried on and managed exclusively by the Members, who shall have sole and absolute discretion with respect thereto. No Member shall

DISCRETION WITH RESPECT HERETO. NO MEMBER SHALL
be a manager, as defined under the Act.



(b) Whenever any action, including any approval, consent, decision, determination, or resolution is to be taken or given by the Members or the DAO under this Agreement or under the Act, it shall be authorized by a vote of the Members via the Dapp or the DAO's Snapshot Spaces, unless otherwise provided herein. Such an authorization may be evidenced by a vote facilitated via the Dapp or the DAO's Snapshot Spaces and one or more smart contracts, or by a written consent, in accordance with this Agreement. The Members intend that any action (which has been duly approved in accordance with this Agreement) taken by the DAO via a Dapp, a smart contract, or the blockchain shall be a valid action of the Members or the DAO, as applicable, and no Member shall challenge the authority or validity of any such action based solely on such fact.

(c) Except as otherwise expressly required in this Agreement or in the Act, no single Member (in their capacity as a Member) shall have authority to bind the DAO in any way or to enter into any agreement or contract obligating the DAO in any way unless approved via a vote occurring through the Dapp.

(d) To the extent that the Members have approved a document in accordance with the terms of this Agreement and the Act, any Member can be expressly hereby authorized to execute and deliver such document on behalf of the DAO.

(e) Members may appoint a proxy to vote or otherwise act for the Member with regards to the DAO pursuant to the Dapp.

(f) The DAO has the right to delegate certain technical or administrative responsibilities to third parties and provide them with reasonable compensation.

(g) Reliance by Third Parties. Persons dealing with the DAO are entitled to rely conclusively upon the power and authority of the Members (and any Person to whom the Members delegated any such power and authority pursuant to this Agreement)

and acknowledge that such Member or designee is authorized to act on behalf of the DAO and may

bind the DAO or otherwise enter into a binding contract.

(h) Other Activities. Each Member acknowledges and agrees that in addition to transactions specifically contemplated by this Agreement, and subject to applicable law, the Members, the DAO, and their respective Affiliates and Representatives are each hereby authorized to obtain property or obtain services from, to provide property or provide services to, or otherwise enter into any transaction with any Member, or any Affiliate or Representative of any of the foregoing Persons.

6. Withdrawal Rights; Compulsory Withdrawal.

(a) Limited Right to Withdraw. A Member may withdraw at any time by transferring its Tokens to a third party. Such withdrawal shall be facilitated and executed, in part, using one or more smart contracts and shall be effective as of the date of transfer. Any withdrawal is irrevocable. Alternatively, a Member may redeem the entirety of the Tokens held, which are submitted to the Juicebox Protocol and burned, thereby reducing the total Token supply. In return, the Member receives some portion of their initial or cumulative DAO Membership holdings in Ethereum (or other Cryptographic Currency). A Member who burns the entirety of their token holdings shall be deemed to have withdrawn from the DAO. The DAO shall not be obligated to pay any interest or other compensation to a Member who redeems or withdraws its Tokens.

(b) Compulsory Withdrawal. Not in limitation of Section 6(a), the Members acting by vote via the Dapp may cause a Member to be compulsorily withdrawn from the DAO to the extent that such Members, in their reasonable discretion, determine it to be necessary, desirable, or appropriate, including, without limitation, to comply with applicable law or regulations, or to avoid a material adverse effect on the DAO or the



other Members. For the avoidance of doubt the Member proposed to be compulsorily withdrawn shall be entitled to vote with respect to any vote of the Members regarding such compulsory withdrawal.

(c) Emergency Immediate Compulsory Withdrawal For Cause. Not in limitation of Section 6(a), 6(b), any Member may, in their reasonable discretion, withdraw from the DAO if that member determines withdrawal to be necessary, desirable, or appropriate, including, without limitation, to comply with applicable law or regulations, or to avoid a material adverse effect on the DAO or the other Members.

7. Fees and Expenses.

(a) Organizational Expenses. The DAO shall bear all of its organizational expenses and costs, and may amortize these expenses for accounting and/or tax purposes.

(b) Operating Expenses.

(i) The DAO shall bear all costs and expenses relating to its activities, maintenance, and operations, including, without limitation, all fees, expenses, and costs associated (directly or indirectly) with the acquiring, holding, monitoring, and commissioning of artwork, identifying DAO opportunities to fulfil its purpose and any extraordinary expenses (including, without limitation, litigation-related and indemnification expenses), legal, regulatory, research, consulting, compliance, auditing, accounting, and other professional fees and expenses, the costs of any administrator, the costs of any reporting to Members, expenses of any administrative proceedings undertaken by the applicable Member in its capacity, expenses incurred in connection with the dissolution, liquidation, and termination of the DAO, and other expenses related to the DAO as

determined by the members by a vote of 11
the Dapp (collectively, and together

with organizational expenses, the "DAO
Expenses").

(ii) DAO Expenses shall be allocated to
and funded by the DAO.



8. Distributions; Dividends; Compensation.

(a) The DAO shall not make any distributions of any kind and it will not pay dividends of any kind to any Member or director/officer or other person who may have an ownership interest in the DAO.

(b) The DAO may pay reasonable compensation or reimburse reasonable expenses to a Member or third-party for services rendered, confer benefits on a Member or third party in conformity with its nonprofit purposes, repurchase a membership and repay a capital contribution made by a Member to the extent authorized by this Agreement, or make distributions of property to Members upon winding up and termination to the extent permitted by this Agreement.

9. Dissolution.

(a) **General.** The DAO shall be dissolved and its affairs shall be wound up upon the earliest to occur of:

(i) a determination of the Members by Majority Vote; or

(ii) the entry of a decree of judicial dissolution pursuant to the Act.

(b) Upon the dissolution of the DAO, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code or the corresponding section of any future federal tax code and consistent with the goals and purpose of the DAO, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of

competent jurisdiction of the county in which the principal office of the corporation is then

located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.



10. Limitations on Transfers.

(a) Transfers. Governance Rights and Tokens are not transferable, except to other members. Members may vote to allow or disallow the ability of Members to transfer their Governance Rights and/or Tokens by a vote facilitated via the Dapp. Tokens may become freely transferable to Ethereum addresses outside of the DAO ("External Addresses") by a vote of the Members. In the event the Tokens become freely transferable to External Addresses, you agree that holders of the External Address shall automatically be granted Membership rights, subject to this Agreement.

(b) Admission of Substituted Members. If the transferee is not already a Member, any transferee of Tokens transferred in accordance with the provisions of this Section shall be admitted as a Member. The DAO shall not recognize for any purpose any purported transfer of all or any part of a Member's interest or Tokens in the DAO, and no purchaser, assignee, transferee, or other recipient of all or any part of such Tokens shall become a Member hereunder unless:

(i) The transferee of Tokens transferred pursuant to this Section that is admitted to the DAO as a transferee Member shall succeed to the rights and liabilities of the transferor Member with respect to such transferred Tokens.

(ii) Effect of Death, Dissolution, or Bankruptcy. Upon the death, incompetence, bankruptcy, insolvency, liquidation, or dissolution of a Member, the rights and obligations of that Member under this Agreement shall accrue to that Member's successor(s),

estate, or legal representative, and of 371
each such Person shall be treated as an

unadmitted transferee of that Member's
Tokens, as described in the Act.



11. Books and Records; Accounting and Tax Matters.

The DAO shall not be obligated to keep any books or records beyond what is made available via the Dapp or available via the Ethereum blockchain.

12. Waiver of Fiduciary Duties.

(a) Except as expressly set forth in this Section, in the event that any Member initiates any Proceeding against the DAO and a judgment or order not subject to further appeal or discretionary review is rendered in respect of such Proceeding, as the case may be, such Member shall be solely liable for all costs and expenses related to the Proceeding.

(b) Limitation by Law. No provision of this Agreement shall be construed to provide for the indemnification for any liability to the extent (but only to the extent) that such indemnification would be in violation of applicable law, but instead shall be construed so as to effectuate the provisions thereof to the fullest extent permitted by law.

(c) Waiver of Fiduciary Duties. To the fullest extent permitted by applicable law, notwithstanding any other provision of this Agreement or otherwise of applicable law, including any in equity or at law, no Member shall have any fiduciary duty to the DAO or to any Member by reason of this Agreement or in its capacity as a Member, except that the Members shall be subject to the implied contractual covenant of good faith and fair dealing and the terms and provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict or eliminate the duties and

liabilities of the Members otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of the Members. Members will exercise any rights under this Agreement consistent with this Agreement.



13. Intellectual Property Rights.

(a) Grant of Rights. Members that join the DAO grant to the DAO a perpetual, non-exclusive, royalty-free license and right, and all ancillary and subsidiary rights therein and thereto, throughout the world, to use, edit, modify, include, incorporate, adapt, record, reproduce, display, and archive any copyrightable work associated with any written copy, source code, illustrations, and artwork (the "Work") in any manner whatsoever, in or out of context, by any and all means and/or devices and in any and all media now or known hereafter—all in connection with the production, exhibition, distribution, exploitation, advertising, marketing, publicity, and promotion of the DAO and its Purpose. The term of this license begins whenever an contribution is made through the DApp by a Person entering into this Agreement as a member or is subsequently admitted as a member pursuant to the terms of this Agreement (i.e., any and all Members).

(b) Reservation of Rights. All rights in any copyrightable works not specifically granted to the DAO here are reserved by the donating Member. Specifically, the DAO acknowledges that its use of the Work will not affect the Member's continued and separate copyright ownership in the Work, and that the Member may use and license others to use the Work otherwise and elsewhere.

(c) Representations and Warranties, Indemnification. The Member represents and warrants that it is the owner of the entirety of the rights in and to the Work and that the Member has the full authorization and authority to enter into this Agreement and grant the licenses herein. No other rights, permissions, or consents are necessary for the DAO to use the Work in

accordance with the licenses granted herein, and no fees, royalties, or use payments of any kind are due to the Member or third parties in connection with the exercise of the licenses granted herein. The Member guarantees that the Work does not infringe any copyright or trademark, and that the Work does not violate any privacy, personal, proprietary, common law, or statutory right, of any Person. Licensor shall indemnify and hold Licensee (and its agents, Affiliates, assigns, heirs, or other successors in interest) harmless from any claim, loss, liability, damage, or expense (including reasonable attorneys' fees) arising out of any claim, lawsuit, or demand which is inconsistent with or arises out of warranties or representations in this Section.



(d) Limited Field of Use. Members' Work, notwithstanding the preceding provisions, **Grant of Rights 13.(a)** which is used by the DAO, shall limit the use insofar as it furthers the Purpose of the DAO. The field of use of the Work shall be limited to the Purpose as defined in 1.

Organization. The DAO shall not use the Work for any other purpose.

14. Derivative Matters.

(a) No Derivative Actions. No Member shall have the right to bring any action or proceeding in any court or before any arbitrator or other tribunal against the DAO or any other Member on account of any alleged or actual breach of this Agreement or any other agreement or instrument to which the DAO is a party or by which it is bound, or for any other purpose whatsoever, except as expressly provided in this Agreement.

15. Amendments.

(a) Except as otherwise provided herein, the terms and provisions of this Agreement may be amended only with the prior consent of Members acting by a vote via the Dapp.

(b) Amendments to this Agreement shall be made available via the Dapp.



(a) Appointment and Compensation of Service

Providers. The DAO shall have the right to appoint Service Providers to perform administrative services, responsibilities, and duties to carry on the DAO's operations, including maintenance of the Dapp and underlying smart contracts. The DAO shall have the right to provide Service Providers with reasonable compensation.

(b) Limitation of Liability. Notwithstanding anything contained in this Agreement to the contrary, any Service Provider of DAO shall not be liable for any error of judgment, mistake of law, or for any loss suffered by the DAO, its Members, Persons affiliated with the DAO or its Members, or third parties in connection with the matters to which this Agreement relates or for any services provided by a Service Provider, except for a loss resulting from a Service Provider's willful misfeasance, gross negligence, or reckless disregard in the performance of its duties under this Agreement. Furthermore, Service Providers shall not be liable for:

(i) any action taken or omitted in accordance with or in reliance upon written or oral instructions, advice, data, documents, or information (without investigation or verification) received by Service Providers from any Person;

(ii) any liability arising from the transfer or use of any Governance Rights or Tokens, including with respect to matters arising under applicable laws or private rights of action; or

(iii) any action taken or omitted by the DAO, its Members, any affiliated Persons of the DAO or its Members, or any third party.

17. General Provisions.



(a) Notices. Subject to Section 5, all notices required to be delivered under this Agreement

shall be effective only if sent via Discord, Twitter, or another acceptable communication channel. In computing the period of time for the giving of any notice, the day on which the notice is given shall be excluded, and the day on which the matter noticed is to occur shall be included. If notice is given by electronic means, it shall be deemed given when sent; provided, that the sending party does not have reason to believe that such notice was not delivered.

(b) Further Assurance. Each Member agrees to perform all further acts and to execute, acknowledge, and deliver any document (including tax forms and information) that may reasonably be necessary to carry out the provisions of this Agreement.

(c) Interpretation. Unless otherwise indicated to the contrary herein by the context or use thereof the words, "herein," "hereto," "hereof," and words of similar import refer to this Agreement as a whole and not to any particular section or paragraph hereof; words importing the masculine gender shall include the feminine and neutral genders, and vice versa; and words importing the singular shall include the plural, and vice versa; plural forms of singular defined terms shall have corresponding meanings and singular forms of plural defined terms shall have corresponding meanings; the section headings contained in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement; references to statutes or regulations include amendments and successor or replacement statutes or regulations.

(d) Severability. If any term or provision of this Agreement or any application of this Agreement shall be declared or held invalid, illegal, or unenforceable, in whole or in part, whether generally or in any particular jurisdiction, such provision shall be deemed amended to the extent, but only to the extent, necessary to cure such invalidity, illegality, or unenforceability, and the validity, legality, and

enforceability of the remaining provisions of this Agreement, shall generally and in every other jurisdiction, shall not in any way be affected or impaired thereby.

(e) Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, permitted assigns, trustees, and legal representatives.

(f) Creditors. None of the provisions of this Agreement shall be for the benefit of, or enforceable by, any creditor of any Member or of the DAO. No creditor who makes a loan to the DAO may have or acquire, as a result of making the loan, any direct or indirect interest in the DAO's property.

(g) Waiver. Any term or condition of this Agreement may be waived at any time by the party or parties entitled to the benefit thereof, but only by a writing signed by the party or parties waiving such term or condition. No waiver of any provision of this Agreement or of any right or benefit arising hereunder shall be deemed to constitute or shall constitute a waiver of any other provision of this Agreement (whether or not similar), nor shall any such waiver constitute a continuing waiver, unless otherwise expressly so provided in writing.

(h) Waiver of Partition; No Bill for DAO Accounting. Each Member hereby irrevocably waives any and all rights that it may have to maintain an action for partition of any of the DAO's property. Each Member covenants that it shall not file a bill for DAO accounting.

(i) Limitation of Liability. Except for any remedies that cannot be excluded or limited by law, no party, or its agent, Affiliate, assigns, heirs, or other successors in interest, will be liable under this Agreement to another party, or that party's agent, Affiliate, assigns, heirs, or other successors in interest, or other third party, for any special, reliance, punitive, indirect, incidental, or consequential damages or lost or imputed profits, lost data, lost property, or any costs and fees. This limitation of liability may not be valid in some jurisdictions. Parties to this Agreement may have



jurisdictions. Parties to this Agreement may have rights that cannot be waived under some laws. The DAO and its Members do not seek to limit the

DAO's or Members' warranties or remedies to any extent not permitted by law.

(j) Governing Law; Jurisdiction; Venue.

Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all of the terms and provisions hereof shall be construed in accordance with and governed by the laws of the State of Nevada, without giving effect to the principles of choice or conflicts of laws thereof that would require that this Agreement be governed by the laws of another state. Each of the parties hereto consents and agrees to the exclusive personal jurisdiction of any state or federal court sitting in Nevada, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein, and agrees that any dispute concerning the conduct of any party in connection with this Agreement shall be heard only in the courts described above.

(k) Arbitration. In consideration of the promises in this agreement, the parties agree that any and all controversies, claims, or disputes with anyone (including the DAO and any employee, officer, director, shareholder or benefit plan of the company in their capacity as such or otherwise) arising out of, relating to, or resulting from this Agreement, shall be subject to binding arbitration under the arbitration rules set forth in Nevada law and thereby agrees to waive any right to a trial by jury, include any statutory claims under state or federal law, including, but not limited to, claims under title vii of the civil rights act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act, the Worker Adjustment and Retraining Notification Act, discrimination or wrongful termination and any statutory claims. The parties further understand that this Agreement to Arbitrate also applies to any disputes that the DAO may have with a Member.

(l) **Dispute Resolution.** The parties agree that any

(l) **Procedure.** The parties agree that any arbitration will be administered by the American Arbitration Association ("AAA") and that the

neutral arbitrator will be selected in a manner consistent with its national rules for the resolution of employment disputes. The parties agree that the Arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication and motions to dismiss and demurrers, prior to any arbitration hearing. The parties also agree that the arbitrator shall have the power to award any remedies, including attorneys' fees and costs, available under applicable law. The parties understand that they shall share equally in paying for the administrative or hearing fees charged by the arbitrator or AAA. The parties agree that the Arbitrator shall administer and conduct any arbitration in a manner consistent with the rules and that to the extent that the AAA's national rules for the resolution of employment disputes conflict with the rules, the rules shall take precedence. The parties agree that the decision of the Arbitrator shall be in writing.

(m) **Entire Agreement.** This Agreement (including the exhibits hereto) supersedes any and all other understandings and agreements, either oral or in writing, among the parties with respect to the subject matter hereof and constitutes the sole agreement among the parties with respect thereto, including but not limited to the Original Agreement.

(n) **Amendment.** This Agreement may not be amended, modified, or revoked, in whole or in part, or any provisions waived, except via a vote occurring through the Dapp.

(o) **Securities Laws Matters.** THE TOKENS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, STATE SECURITIES LAWS, OR THE LAWS OF ANY COUNTRY OUTSIDE THE UNITED STATES. THEY PROVIDE NO RIGHT TO ANY PROFITS OR LOSSES OF THE DAO NOR IS THERE A REASONABLE EXPECTATION OF PROFIT FROM BUYING OR RECEIVING THE TOKENS. THE TOKENS ONLY PROVIDE THE HOLDER WITH GOVERNANCE RIGHTS THAT ARE SPECIFICALLY LIMITED IN THIS



RIGHTS THAT ARE SPECIFICALLY LIMITED IN THIS AGREEMENT.

(p) Communication by Electronic Means. Unless otherwise required by law or by agreement, any notice, vote, consent, petition, or other oral or written communication required or permitted can be delivered by electronic means, provided that, in the case where such communication expressly or impliedly requires the signature of the person submitting the communication, means are in place to reasonably assure the authenticity of the signature, including Cryptographic signatures.



Footnotes

1. The maximum number of
11579208923731619542357098500868790785326998
4665640564039457584007913129639935 𐀀
2. Gnosis Multi-Signature Wallet,
:eth:0xAF28bcB48C40dBC86f52D459A6562F658fc94
B1e 𐀀

Previous
[addresses.md](#)

Next
[membership-nft.md](#)



LEGAL-TOOLS

DAOLABS

Connect Wallet



'Intellectual Property'

'Intellectual Property'

PeaceDAO NFT contains artwork created by Natasha Pankina, Illustrator and Designer ("Illustrator"). The design, artwork, and animations were designed for PeaceDAO and ownership of the membership NFT does not grant ownership of anything beyond the NFT, such as the intellectual property or copyright of the underlying artwork. Thus the following terms apply to membership NFTs with artwork which seeks to be retained.

4. License Rights

Your purchase of the NFT entitles you to receive ownership in the NFT itself, including the right to store and to further transfer the NFT in a subsequent transaction.

We grant to you a non-exclusive, personal, limited license to display the digital asset in connection with a proposed transfer of the NFT.

We also grant to you a non-exclusive, personal, limited license to display the Digital Asset in connection with your personal, non-commercial use, provided that your use of the digital asset:

- is not malicious, defamatory, harmful, trade libelous, obscene, indecent, abusive, offensive, threatening, harassing, violent, hateful, inflammatory, or otherwise objectionable or unlawful;
- does not have the purpose or effect of creating an intimidating or hostile environment;
- does not contain ethnic slurs or personal insults;
- does not promote sexually explicit or pornographic

- does not promote sexually explicit or pornographic material, violence, hatred, intolerance, cruelty, or discrimination;
- does not promote any illegal activity or advocate, promote, or assist any unlawful act;
- does not involve commercial activities or sales or advertising; does not invade, violate, or infringe any patent, trademark, service mark, trade secret, copyright, or other intellectual property or other right of any person;
- is not combined or associated with any materials which violate these conditions.



We reserve all other rights in the Digital Asset. You do not have the right to

- modify the Digital Asset;
- incorporate the Digital Asset into any other work;
- display the Digital Asset for non-personal purposed;
- display the Digital Asset for commercial purposes;
- sub-license your rights to a third party **without our express written authorization.**

7. Intellectual Property

You acknowledge and agree we own all legal rights, title, and interest in all intellectual property rights in the Digital Asset. Your License Rights in the NFT are limited to those expressly stated in these Terms. We reserve all rights and ownership in and to the intellectual property rights in the NFT that are not expressly granted in the License Rights herein.

We are not responsible for the activities, including infringing activities, of others. We cannot guarantee that additional copies of the Digital Asset associated with the NFT you purchase will not be created or distributed us (absent a separate agreement to this effect) or by others.

You shall not:

- seek trademark, copyright, or other intellectual property protection in any Digital Asset of PeaceDAO or Illustrator;
- create any other non-fungible tokens based on any Digital Asset of PeaceDAO or Illustrator; or
- create any derivative works based on any Digital Asset of PeaceDAO or Illustrator.

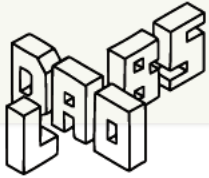
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Terms of Service

PeaceDAO Terms of Service

Last Updated: August 5th, 2022

Introduction

Please read these terms of service ("Terms") carefully. These Terms are between you and Peace DAO (the "DAO," "we," "us," or "our") concerning your use of the DAO sites, including the sites currently located at <https://peace.move.xyz>, <https://discord.gg/movexyz>, <https://doc.move.xyz>, and <https://juicebox.money/p/peace> (the "Site" or "Sites") which operates on the Juicebox Protocol available on Ethereum via smart contracts ("Smart Contracts").

These Terms apply to you ("you," or "User") as a user of the Site information made available on the Site.

By using the Site, you agree to these Terms

Certain features on the Sites may be offered while still in "beta" form ("Services"). By accepting these Terms or using the Services, You understand and acknowledge that the Services are being provided as a beta version and made available on an "As Is" or "As Available" basis. The Services may contain bugs, errors, and other problems.

You assume all risks and all costs associated with

Terms of Service

PeaceDAO Terms of Service

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your use of the DAO services, including, without limitation, any internet access fees, back-up expenses, costs incurred for the use of your device and peripherals, and any damage to any equipment, software, information or data. In addition, we are not obligated to provide any maintenance, technical, or other support for the Services.



None of the information, services or materials offered on the Sites constitute, or are intended to constitute, legal, financial, tax, investment or other advice, and you should not act or refrain from acting based on any information, services or materials provided on the Sites. All content on the Sites is information of a general nature and does not address the unique circumstances of any particular user. You are strongly urged to consult with your own legal, financial, tax, investment and other advisors as to all legal, financial, tax and investment-related questions you have.

You must be able to form a legally binding contract online either as an individual or on behalf of a legal entity. You represent that as a User, you have the legal authority to bind the company or other legal entity on which behalf you are acting to these Terms, you are at least 18 years old or the age of majority where you reside, whichever is older, you can form a legally binding contract online, and you have the full, right, power and authority to enter into and to comply with the obligations under these Terms on your own behalf, or on behalf of the company or other legal entity on which behalf you are acting.

You are advised to revisit these Terms periodically to familiarize yourself with any changes to the Terms. The DAO, in its sole and absolute discretion, reserves the right to make changes to these Terms. Any such changes are binding on Users of the Site and will take effect immediately upon posting to the Site. As a User, you agree to be bound by any changes, variations, or modifications to our terms of service and your continued use of the Site shall constitute acceptance of any such changes, variations, or modifications.

Information of a Legal, Accounting, or Tax Matters



Any legal, financial, or tax comments within the Sites is provided for informational and illustrative purposes only, and is not intended to constitute legal, financial, tax, or other advice. You should not act or refrain from acting based on any information gleaned from any documents, comments, or instructions. The DAO does not endorse or make any representation as to the capabilities of any legal or tax professional or advisors within our Sites (or the Internet) and the provision of contact information is not a recommendation that you hire any such person. Please check with your legal and tax advisors to make the best decisions for your specific circumstances.

Risks Involved in the Use of the Smart Contracts

The DAO protocol runs entirely on publicly accessible smart contracts explained in detail throughout the Juicebox DAO's online documents, currently available at <https://info.juicebox.money>. The Juicebox DAO's protocol is public infrastructure running well-known code. All consequences from interacting with networks running the protocol are borne by the entities who sign each transaction. The protocol works according to the specifications outlined in these docs to the extent the code is written and deployed correctly, which is a collective responsibility and not guaranteed. There are major risks that this is not the case. Please do your own research.

Source Code Repositories

No Warranties. Juicebox DAO's source code repository ("Repository") is only a presentation of information regarding certain view points and technologies. The statements contained in the Repository do not provide any advice, representation, warranty, certification, guarantee or promise relating to these technologies, any uses thereof or any of the other matters discussed in the Repository, nor does the Repository provide an offer or agreement to make such technologies available, maintain or update such technologies, or sell or buy any asset or enter into any transaction. You should not rely on the Repository

transaction. You should not rely on the foregoing as a basis for making any financial or other decision.

The Decentralized Application

Juicebox DAO provides access to a decentralized finance application ("Application") on the Ethereum blockchain that allows individuals to contribute Ethereum assets including Ethereum, ERC 20, ERC 721 ("Cryptocurrency Assets") to the Peace DAO Treasury as contributions. The Application may be configured as to emit project tokens ("Project Tokens") which may or may not have utility. The Application spans a front end application, middleware (including Interplanetary File System metadata, Graph indexers, Blocknative API functions, Infura services, Cloud Functions, etc.) and an array of Ethereum smart contracts the user at all times is required to authorize the execution of the Smart Contracts when interacting with their wallet. These collected Cryptocurrency Assets are received by projects created on the Juicebox DAO Application with the support of the Smart Contracts, operated by specific Users ("Managers" also known as "Stewards") which the DAO has governance appointment as described in the Stewards section. The Stewards in conjunction with the Smart Contracts and the Peace DAO NFT Community together evaluate, propose, ratify and effectuate Peace DAO Funding Initiatives. The Peace DAO Juicebox Project receive Cryptocurrency Assets, disperses said Cryptocurrency Assets and the emission rate of the Project Tokens set to specific parameters via the aforementioned governance. The DAO Application provides for complete trust less transparent views into the Project Tokens', Stewards', Community's and Cryptocurrency Assets' life cycle, including the Project Tokens' possible redemption, of which the existing members, Stewards do now expect any meaningful redemption possible.

Using the Juicebox Protocol may require that you pay a fee, such as gas charges on the Ethereum network, to perform a transaction. You acknowledge and agree that the DAO has no control over any transactions among Users over Juicebox DAO's protocol, the method of payment of any such transactions or any actual payments of such transactions. Accordingly, you must ensure that you



have a sufficient balance of the applicable cryptocurrency tokens stored at your Juicebox Protocol compatible wallet address ("Cryptocurrency Wallet") to complete any such transaction the Juicebox Protocol or the Ethereum network before initiating such transaction.



Access to the Peace DAO Juicebox Application

Access to the Site is provided on an "as is" and "as available" basis only. We do not guarantee that the Site, or any content on it, will always be available or uninterrupted. From time to time, access may be interrupted, suspended or restricted, including because of a fault, error or unforeseen circumstances or because we are carrying out planned maintenance. With regards to <https://peace.move.xyz> and the Sites; We reserve the right to limit the availability of the Sites to any person, geographic area or jurisdiction we so desire and/or to terminate your access to and use of the Sites, at any time and in our sole and absolute discretion. We may remove or amend the content of the Sites at any time. However, some of the content may be out of date at any given time and we are under no obligation to update it. We do not guarantee that the Sites, or any content on them, will be free from errors or omissions.

We will not be liable to you for any loss or damage you may suffer as a result of the Sites being unavailable at any time for any reason. You will comply with all applicable domestic and international laws, statutes, ordinances and regulations applicable to your use of the Sites.

As a condition to accessing or using the Site, you will:

1. only use the Site in accordance with these Terms;
2. ensure that all information that you provide on the Site is current, complete, and accurate;
3. ensure compliance with all U.S. Securities laws; and
4. maintain the security and confidentiality of access to your Cryptocurrency Wallet address.

As a condition to accessing or using the Site, you

AS A CONDITION TO ACCESSING OR USING OUR SITE, YOU
will not:

1. violate any applicable law, including, without limitation, any relevant and applicable anti-money laundering and anti-terrorist financing laws as well as any relevant and applicable privacy and data collection laws, in each case as may be amended;
2. export, reexport, or transfer, directly or indirectly, any DAO technology in violation of applicable export laws or regulations;
3. infringe on or misappropriate any contract, intellectual property or other third-party right, or commit a tort while using the Site;
4. make commercial use of the Site or any of its content without our express written permission;
5. misrepresent the truthfulness, sourcing or reliability of any content on the Site;
6. use the Site to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information (known as 'phishing');
7. use the Site in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Site or the DAO protocol, or that could damage, disable, overburden, or impair the functioning of the Site or the DAO protocol in any manner;
8. attempt to circumvent any content filtering techniques or security measures that DAO employs on the Site, or attempt to access any service or area of the Site that you are not authorized to access;
9. use any robot, spider, crawler, scraper, or other automated means or interface not provided by us, to access the Site to extract data;
10. introduce any malware, virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism or other harmful material into the Site;
11. **post content or communications on the Site that are, in our sole and absolute discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent.**



lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory,

bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable;

12. post content on the Site containing unsolicited promotions, commercial messages or any chain messages or user content designed to deceive or trick the user of the Site; or
13. encourage or induce any third party to engage in any of the activities prohibited under these Terms.



You acknowledge that the Site and your use of the Site contain certain risks, including without limitation the following risks:

1. That any Smart Contracts you interact with are entirely your own responsibility and liability, and that DAO is not party to the Smart Contracts;
2. That at any time, your access to your Cryptocurrency Assets may be suspended or terminated or there may be a delay in your access or use of your Cryptocurrency Assets which may result in the Cryptocurrency Assets diminishing in value or you being unable to complete a Smart Contract; and
3. That the Site and/or application may be suspended or terminated for any or no reason, which may limit your access to your Cryptocurrency Assets.

Accordingly, you expressly agree that:

1. You assume all risks in connection with your access and use of the Site, the DAO Application and the Smart Contracts; and
2. You expressly release the DAO, our contributors, members, and affiliates, and hold them harmless from and against, any and all liability, claims, causes of action, losses, expenses, or damages (whether arising in law or equity, including but not limited to special, consequential, indirect, punitive and exemplary damages, and including but not limited to economic loss, business disruption, and/or attorney's fees) arising from or in any way related to the Site, the Application and/or the Smart Contracts. You expressly



Securities Law Matters

ANY GOVERNANCE TOKENS RECEIVED BY MEMBERS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION, OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON THE MERITS OF THIS OFFERING OR UPON THE ACCURACY OR ADEQUACY OF THIS AGREEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THIS DOCUMENT DOES NOT CONSTITUTE AN OFFER OR SOLICITATION TO ANYONE IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED.

ANY GOVERNANCE TOKENS THAT YOU MAY ACQUIRE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, STATE SECURITIES LAWS, OR THE LAWS OF ANY COUNTRY OUTSIDE THE UNITED STATES. THE DAO'S POSITION IS THAT THE DAO'S GOVERNANCE TOKENS SHOULD NOT BE SINCE THE PURPOSE OF THE DAO IS TO PROVIDE A BLOCKCHAIN NATIVE ACCOUNTING APPLICATION, PROVIDE NO RIGHTS TO ANY DISTRIBUTION OR PROFITS, AND ARE NON-TRANSFERABLE EXCEPT DETAILED IN THE TERMS OF USE.

OFAC Compliance

The U.S. Department of Treasury, through the Office of Foreign Assets Control ("OFAC"), prohibits U.S. companies from engaging in all or certain commercial activities with certain sanctioned countries (each a "Sanctioned Country") and certain individuals, organizations or entities, including without limitation, certain "Specially Designated Nationals" ("SDN") listed by OFAC. **If you use the Sites, you expressly represent that you are not located in a Sanctioned Country and are not listed as an SDN. If the DAO determines that the Sites is being used by prohibited persons, it will take any and all actions to terminate that User's access to the Sites.**

Third Party Links

The Sites may contain hyperlinks or references to third party websites. Any such hyperlinks or references are provided for your information and

convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third-party website does not mean that we endorse that third party's website, products or services. Your use of a third-party site may be governed by the terms and conditions of that third-party site.



The Verbose Privacy Policy

Certain areas of the Sites or Application including any and all interactions with the Ethereum blockchain, record your Cryptocurrency address and details of the transactions you authorize. You understand that in the aggregate of transactions, including parties you transact with, specific Cryptocurrency Assets you hold, including unique ENS domain NFTs, third-party NFTs, the Cryptocurrency address, metadata associated with any Smart Contract such as the executing function, its arguments (or parameters) will contain in aggregate information which *may* identify you personally.

The Ethereum blockchain transactions are not temporary or transient, but permanently, permission-less, accessible and the DAO, its contributors, affiliates are not engaged in profiling activities whatsoever. However, *any other* 3rd party, including government agencies and foreign adversaries, will have unfettered access to all your transactions on the blockchain forever.

Your authorization of transactions with your Cryptocurrency address, using Cryptocurrency Tokens, will result in the indelible dissemination of information to the Ethereum blockchain. Notwithstanding, the Application, handles as little personal information as possible, only your Cryptographic address. With regards to transaction with <https://peace.move.xyz>, including any payments or transfer of funds, any information you provide to the payment vendors we do not retain, have access to or control; your authorization of any payment or execution of transactions you provide to the <https://peace.move.xyz> site is voluntary, and final.

ALL SALES ARE FINAL. NO REFUNDS WILL BE GRANTED FOR ANY REASON. ALL RIGHTS RESERVED. NEITHER THE

PURCHASER NOR THE TICKET HOLDER SHALL BE ENTITLED TO A REFUND EXCEPT AS OTHERWISE REQUIRED BY LAW OR OTHERWISE DETERMINED BY THE DAO IN ITS SOLE DISCRETION.

Additionally, the Sites may employ Fathom Analytics for website traffic analytics, which doesn't use cookies and complies with the GDPR, ePrivacy (including PECR), COPPA and CCPA. The decision to potentially use this privacy-friendly analytics software, was in large part to ensure your IP address is only briefly processed by this 3rd party, and the DAO and the Application have no way of identifying you (aside from the aforementioned indelible entire history of Cryptographic transactions). As per the CCPA, your personal information is de-identified.

The purpose of Juicebox DAO potentially using Fathom Analytics is to understand the Application website traffic in the most privacy-friendly way possible so that Juicebox DAO can continually improve the Application. The lawful basis as per the GDPR is "Article 6(1)(f); where our legitimate interests are to improve our website and business continually." Additionally, the DAO and its contributors, have no interest in collecting this information.

Disclaimers; Limitation of Liability

YOU EXPRESSLY AGREE THAT ACCESS TO AND USE OF THE SITE IS AT YOUR SOLE RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER THE LAWS APPLICABLE TO TERMS OF SERVICE WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NEITHER THE DAO NOR ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, ATTORNEYS, THIRD-PARTY PROVIDERS, DISTRIBUTORS,





LICENSEES, LICENSORS, SUCCESSORS OR ASSIGNS (COLLECTIVELY, "DAO PARTIES") WARRANT THAT THE SITE WILL BE UNINTERRUPTED, BUG-FREE OR ERROR-FREE, AND NONE OF THE COMPANY PARTIES WARRANT THAT SMART CONTRACTS ARE MERCHANTABLE, FIT FOR ANY PARTICULAR PURPOSE, AND/OR RECOGNIZED BY ANY PARTICULAR JURISDICTION(S).

TO THE FULLEST EXTENT PERMITTED BY LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES, LOSSES AND/OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICES UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT AND/OR TORT (INCLUDING NEGLIGENCE). THE DAO PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SITE. YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT THE DAO PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE DAO PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SITE AND OPERATORS OF EXTERNAL WEBSITES, AND THAT THE RISK OF THE SITE AND EXTERNAL WEBSITES AND OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

IN THE EVENT THAT A COURT AND/OR ARBITRATOR(S) OF COMPETENT JURISDICTION HOLDS THAT ANY DAO PARTY IS LIABLE TO YOU (FOR EXAMPLE AND WITHOUT LIMITATION, BECAUSE ANY RELEASE OR WAIVER HEREUNDER IS FOUND TO BE VOID OR OTHERWISE UNENFORCEABLE, OR BECAUSE ANY CLAIMS ARE FOUND TO BE OUTSIDE THE SCOPE OF ANY SUCH RELEASE OR WAIVER), UNDER NO CIRCUMSTANCES WILL ANY OF THE DAO PARTIES BE LIABLE TO YOU IN THE AGGREGATE FOR MORE THAN THE AMOUNT YOU HAVE PAID **THE DAO DIRECTLY ARISING FROM YOUR CONTRIBUTION TO THE DAO** IN THE THIRTY (30) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM, WHETHER SUCH LIABILITY IS BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

We do not guarantee that the Sites will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programs and

information technology, computer program, or other platform in order to access the Sites. You should use your own virus protection software.

We cannot promise that the use of the Sites, or any content taken from the Site, will not infringe the rights of any third party.

Certain content and materials available on the Sites are for informational purposes only and are not intended to address your particular requirements. In particular, the content and materials available on the Sites do not constitute any form of advice or recommendation by us, should not be regarded as an offer, solicitation, invitation or recommendation to buy or sell investments, securities or any other financial services and are not intended to be relied upon by you in making any specific investment or other decisions. We recommend that you seek independent advice from your own financial advisors and legal counsel before making any such decision.

Nothing included in the Sites constitutes an offer or solicitation to sell, or distribution of, investments and related services by the DAO to anyone in any jurisdiction.

You may only participate with Smart Contracts on the Site by linking your Cryptocurrency Wallet on supported bridge extensions such as MetaMask. MetaMask is an electronic wallet that allows you to purchase, store, and engage in transactions using Ethereum cryptocurrency. Before putting your Cryptocurrency Asset into a Smart Contract, you will be required to download a supported electronic wallet extension and connect and unlock your Cryptocurrency Wallet with that extension.

ALL TRANSACTIONS INITIATED THROUGH OUR SERVICE ARE FACILITATED AND RUN BY THIRD-PARTY ELECTRONIC WALLET EXTENSIONS, AND BY USING OUR SERVICES YOU AGREE THAT YOU ARE GOVERNED BY THE TERMS OF SERVICE AND PRIVACY POLICY FOR THE APPLICABLE EXTENSIONS. FOR METAMASK, THOSE TERMS ARE AVAILABLE AT <https://metamask.io/terms.html> AND <https://metamask.io/privacy.html>.

Indemnification

You agree to defend, indemnify and hold harmless

<https://move.xyz/daolabs/daos/peace/legal/tos.md>

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 you agree to defend, indemnify and hold harmless the DAO, its members, affiliates, contributors, service providers, and their respective officers,

directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or the failure to fulfill any obligations relating to the use of the Site incurred by you or any other person or entity using your account. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under these Terms. In such event, you shall provide us with such cooperation as is reasonably requested by us, including, without limitation, disclosure of documents and providing testimony.

Arbitration

Informal Negotiations. To expedite resolution and control the cost of any dispute, controversy or claim arising under or related to your account, the DAO protocol or Application, the Site, these Terms, or any other transaction involving you and the DAO, whether in contract, warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis (or the breach, termination, enforcement, interpretation or validity thereof) ("Dispute"), you and the DAO agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least ninety (90) days before initiating any arbitration. Such informal negotiations commence upon written notice from one person to the other. You should send your notice in an appropriate Discord channel via <https://discord.gg/movexyz> or via a message on <https://chat.blockscan.com> addressed to the DAO Gnosis multi-signature address 0xD2427c0e44D28Ea74c0504E072c6073d135569B2 ("Notice Address"). The DAO will send its notice to you by the Discord handle provided by you in connection with the aforementioned notice or to the Cryptographic address used in connection with the Application via the aforementioned <https://chat.blockscan.com/>.



Binding Arbitration. If you and the DAO are unable to resolve a Dispute through informal negotiations, either you or the DAO may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by confidential binding arbitration, and not in a class, representative or consolidated action or proceeding. In such event, these Terms memorialize a transaction in interstate commerce; (i) the Federal Arbitration Act (9 U.S.C. § 1, et seq.) governs the interpretation and enforcement of this Section; and (ii) this Section shall survive termination of these Terms.



Any election to arbitrate by one party shall be final and binding on the other, and your grounds for appeal are limited. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitrator may award you the same damages and relief as a court sitting in proper jurisdiction could, and may award declaratory or injunctive relief. In addition, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) and, where appropriate, the AAA’s Supplementary Procedures for Consumer Related Disputes (“AAA Consumer Rules”), both of which are available at the AAA website. The determination of whether a Dispute is subject to arbitration shall be governed by the Federal Arbitration Act. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, you will pay all arbitration fees and expenses. The arbitration may be conducted, at the option of the claimant, either in person or by video conference. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law,



and any award may be challenged within a reasonable period of time (not to exceed 30 days) if the arbitrator fails to do so. Except as otherwise provided in this Agreement, you and the DAO may litigate in court to compel arbitration, stay proceedings pending arbitration or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. Judgment upon any award rendered by the arbitrator(s) may be entered and enforcement obtained thereon in any court having jurisdiction. All arbitration proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. Each party shall have the right to participate by video conference in order to minimize travel and expense burdens. Subject to the terms and conditions of these Terms, the arbitrator shall have authority to grant any form of appropriate relief, whether legal or equitable in nature, including specific performance.

Restrictions/No Class Actions. You and the DAO agree that any claim brought in connection with a Dispute, whether resolved through arbitration or not, will be brought between the DAO and you individually, and that you may not assert any such claim against the DAO as plaintiff or class member in any purported class or representative proceeding. To the fullest extent permitted by law, (1) no arbitration shall be joined with any other; (2) no Dispute between you and the DAO is to be arbitrated on a class-action basis or will utilize class action procedures; and (3) you may not bring any Dispute in a purported representative capacity on behalf of the general public, other Users of the Site or any other persons. If this specific provision is determined to be unenforceable, then the entirety of this Arbitration section will be null and void.

Exceptions to Informal Negotiations and Arbitration. You and the DAO agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration:

- (1) any Disputes seeking to enforce or protect, or

concerning the validity of, any or your of 371 the
DAO's intellectual property rights; and (2) any
claim for injunctive relief.

Effect of Changes on Arbitration. Notwithstanding the provisions of these Terms, if the DAO changes any of the terms of this Arbitration section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by electronic mail to the aforementioned Notice Address via <https://chat.blockscan.com/>) within 30 days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of the DAO's e-mail to you notifying you of such change (whichever is earlier). By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and the DAO in accordance with the terms of this Arbitration section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

Small Claims Court. Notwithstanding the foregoing, you may bring an individual action in the small claims court of your state or municipality if the action is within that court's jurisdiction and is pending only in that court.

Governing Law

These Terms and all aspects of your use of the Site shall be governed by and construed in accordance with the internal laws of the United States and the State of Delaware governing contracts entered into and to be fully performed in Delaware (i.e., without regard to conflict of law's provisions) regardless of your location except that the Arbitration section above shall be governed by the Federal Arbitration Act. For the purpose of any judicial proceeding to enforce an arbitration award or incidental to such arbitration or to compel arbitration, or if for any reason a claim proceeds in court rather than in arbitration, you hereby submit to the non-exclusive jurisdiction of the state and Federal courts sitting in Georgetown, Delaware, and agree that service of process in such arbitration or court proceedings shall be satisfactorily made upon a party if sent by certified, express or registered mail addressed to

it at the address set forth in the books and records of the DAO, or if no such address has been provided, by e-mail to the e-mail address, or by notice via Discord, or by the aforementioned chat to the Notice Address provided by the relevant party to the DAO in connection with its use of the Site. With respect to any Disputes not subject to informal dispute resolution or arbitration (as set forth above), you agree not to commence or prosecute any action in connection therewith other than in the state and Federal courts located in Georgetown, Delaware, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and Federal courts located in Georgetown, Delaware. To the extent non-U.S. laws mandate a different approach with respect to governing law, venue, statute of limitation, and dispute resolution method with respect to certain non-U.S. persons, each such required standard shall be applied, but all other provisions under this section shall remain in full force.

General

If any clause or part of any clause of these Terms is found to be void, unenforceable or invalid, then it will be severed from these Terms, leaving the remainder in full force and effect, provided that the severance has not altered the basic nature of these Terms.

No single or partial exercise, or failure or delay in exercising any right, power or remedy by us shall constitute a waiver by us of, or impair or preclude any further exercise of, that or any right, power or remedy arising under these terms and conditions or otherwise.

If any of the provisions in these Terms are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder shall continue in full force and effect.

The DAO shall not be liable for any unforeseeable event beyond its reasonable control not caused by its fault or negligence (each, a "force majeure event"), which causes the DAO to be unable to

perform its obligations under these terms, and which it has been unable to overcome by the exercise of its due diligence, provided that the

DAO shall use reasonable efforts to avoid or remove such causes of nonperformance, shall suspend performance only for such period of time as is necessary as a result of such force majeure event and shall resume performance as quickly as reasonably possible.

All disclaimers, indemnities and exclusions in these Terms shall survive termination of the Terms and shall continue to apply during any suspension or any period during which the Site is not available for you to use for any reason whatsoever.

These Terms and the documents referred to in them set out the entire agreement between you and us with respect to your use of the Site, the DAO and the services provided via the Sites, and supersede any and all prior or contemporaneous representations, communications or agreements (written or oral) made between you or us.

Contacting Us

Should you have any question about these Terms, or wish to contact us for any reason whatsoever, please do so by sending a message to the DAO's Discord public channels, or by sending a message via <https://chat.blockscan.com/> addressed to the Notice Address, eth:0xD2427c0e44D28Ea74c0504E072c6073d135569B2, which has been provided for your convenience.

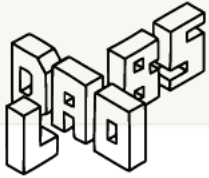
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Ratify Peace DAO Governance and Multisig Processes

Author: filipv
Date: 2022-08-12

Thesis

Ratify and adopt the Peace DAO Governance Process and the Peace DAO Multisig Process.

Motivation

Currently, Peace DAO does not utilize its Peace Token or its Peace DAO Movement NFT for voting.

Establishing a clear governance process will provide utility to the Token and the NFT, and will more accurately represent the will of donors and contributors.

Specification

Ratify and adopt the Peace DAO Governance Process and the Peace DAO Multisig Process (*IPFS Mirror*).

Update Peace DAO's Snapshot, Discord server, and other relevant resources to reflect these changes.

Rationale

The Governance Process:

Ratify Peace DAO Governance and Multisig Processes

Thesis

Motivation

Specification

Rationale

Risks

Timeline

- is simple, reducing ambiguity, loopholes, and confusion. This encourages participation.
- takes place in public. It is transparent and promotes accountability.
- leaves complexity to individual proposals, allowing the DAO to be adaptable. The process can be amended to meet the DAO's needs over time.



The Multisig Process:

- is also simple and easy to understand, leading to similar benefits.
- has safety mechanisms in place (the dao-lawfirm.eth removal) but does not overly centralize execution. New Members must be added through standard governance processes.

Risks

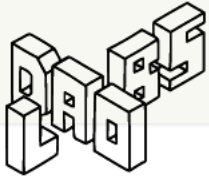
- These processes rely on sound distribution of tokens and NFTs, as well as sound Multisig Membership.
- Poor decision making, malicious behaviour, or bias from the Multisig could prove disastrous. Multisig Membership should expand over time.
- This government process is more rigid than the DAO's current processes. Although this will improve transparency, it may make the DAO less flexible in urgent situations.
- The process has high thresholds, meaning only well liked proposals will pass.
- The process inherits risks of democracy.

Timeline

These processes should be implemented once this proposal passes a 4-day basic single-choice Snapshot vote, only to be removed when superseded or amended by another proposal.

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LEGAL-TOOLS

DAOLABS

Connect Wallet



Ratify Peace DAO Guiding Principles and Terms of Service

Author: filipv
Date: 2022-08-12

Thesis

Ratify the Peace DAO Guiding Principles and the Peace DAO Terms of Service.

Motivation

Peace DAO was founded during an emergency, and has not yet ratified clear legal documents. These documents will provide greater legal and operational clarity to the DAO, mitigating existential risks to the DAO.

These documents will also clarify the roles and expectations of Members and contributors to the DAO, improving the DAO's clarity and transparency.

Specification

Ratify and adopt the Peace DAO Guiding Principles and the Peace DAO Terms of Service (*IPFS Mirror*).

Update Peace DAO's Discord server and other relevant resources to reflect these changes.

Rationale

Ratify Peace DAO Guiding Principles and Terms of Service

Thesis

Motivation

Specification

Rationale

Risks

Timeline

Ratifying the Guiding Principles will establish an Unincorporated Nonprofit Association, which will:

- Limit contributor liability.
- Allow the DAO to create bank accounts, hold property, and enter agreements.
- Clarify Membership and the DAO's internal processes.
- Improve Peace DAO's Legal Compliance.
- Clarify the ways Peace DAO can use intellectual property.



The Terms of Service will clarify:

- The ways in which individuals can interact with Peace DAO's online resources.
- Peace DAO's privacy policy.
- Peace DAO's governing laws and arbitration rules.
- Risks associated with Peace DAO's online resources.

Risks

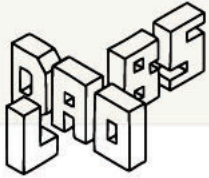
- By forming an Unincorporated Nonprofit Association, Peace DAO may incur taxes.
- These documents may not adequately address Peace DAO's legal concerns.
- These documents are long and may be difficult to read.

Timeline

These documents should be implemented once this proposal is ratified, only to be removed when superseded or amended by another proposal.

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Copyright

 This website is open source, and accepts contributions on [GitHub](#). If your copyright-protected material has been made available on this site without your permission, you can send a takedown request to f@daolabs.wtf

This website builds on top of existing resources made available by several groups. A huge thank you to:

Juicebox

JuiceboxDAO helps people confidently run programmable and community funded treasuries from startup to scale, openly on Ethereum.

Juicebox DAO and their partners are responsible for creating and stewarding the Juicebox protocol, [juicebox.money](#), and the artwork contained therein. If you are funding a project, goal, or community, look into:

- [juicebox.money](#)
- The [Juicebox Discord](#)
- [@juiceboxETH](#) on Twitter
- The [Juice Docs](#)

Syndicate

Syndicate democratizes investing-empowering

Copyright

Juicebox

Syndicate

The Open-Source
Community

*communities to raise and invest capital like
never before.*

Syndicate is building protocols and tools for on-chain and off-chain web3 investment clubs, coupled with easy-to-deploy legal documents and entities.

Our Delaware Investment Club LLC documents are an adapted version of Syndicate's LLC documents—if you are creating an Investment Club LLC, look into:

- syndicate.io
- The [Syndicate Discord](#)
- [@SyndicateDAO](#) on Twitter
- [Syndicate on Mirror](#)

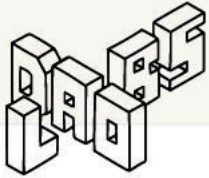
The Open-Source Community

This website is powered by open source projects, including [Svelte](#) and [mdsvex](#).

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THE MARK

The DAOLABS logo and mark consists of DAO and LABS intersecting each other. Being our mark, it identifies with our product applications. Additionally, our designer has created a number of DAOLABS stamps which we apply frequently: from document labelling to governance rewards.

The DAOLABS logo was designed by the venerable [Natalia Pankina](<https://natasha-pankina.com>), our swiss army designer, illustrator, and overlord of all things pixel. Natalia is responsible for creative illustrations across the UX and application control surfaces. Her branding efforts for DAOLABS and DAO-KIT have been made available for ecosystem participants wishing to reference our tools. Please review our [branding guidelines and terms of uses](</legal/policies/terms-of-service-application.md>) if you have any further questions.

THE MARK

OFFICIAL LEGALESE
DOCUMENT

ZERO ETH HOURLY RATE

THE CROSSROADS

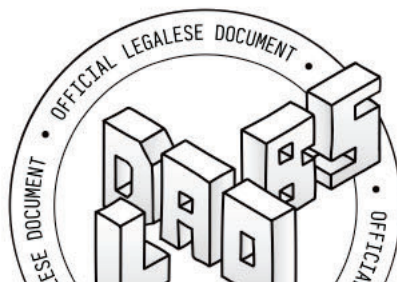
STACKED

BADGES

THE CHEVRON

OFFICIAL LEGALESE DOCUMENT

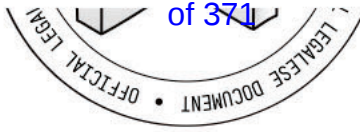
Unlike the acronym might suggest, DAOs, both registered and unregistered alike, do not "govern themselves" one can quickly be buried within a sea of legal



PLAINTIFF0003806

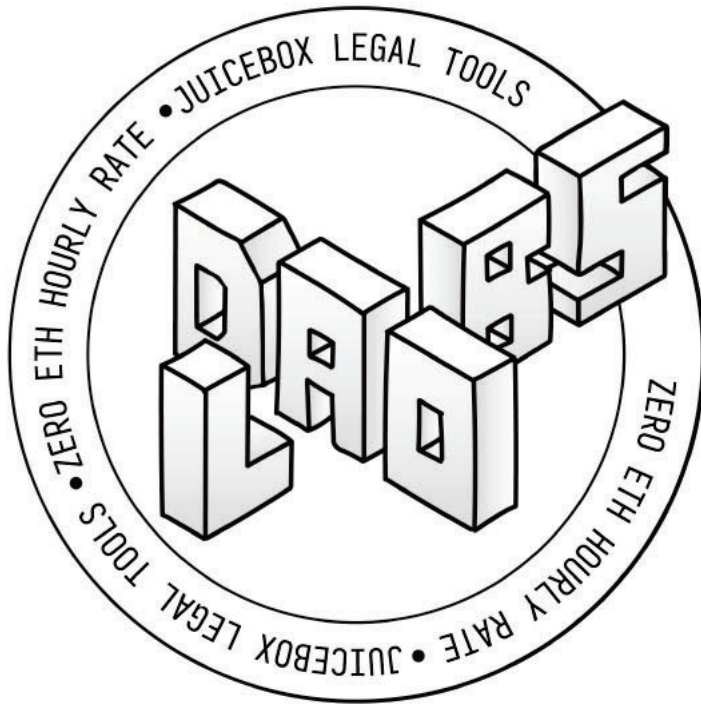
paperwork. The writer's last few months have been a non stop legalese fever dream, coming dangerously close to full legal comatose.

In an attempt to break the apparent ocean of clauses and terms, Natalia created an Official Legalese Seal both to be informative and to clearly label materials so that they are not accidentally read for casual reasons, for pleasure, or for passing the time. When you see this mark, rest assured that the following text will be extremely boring.

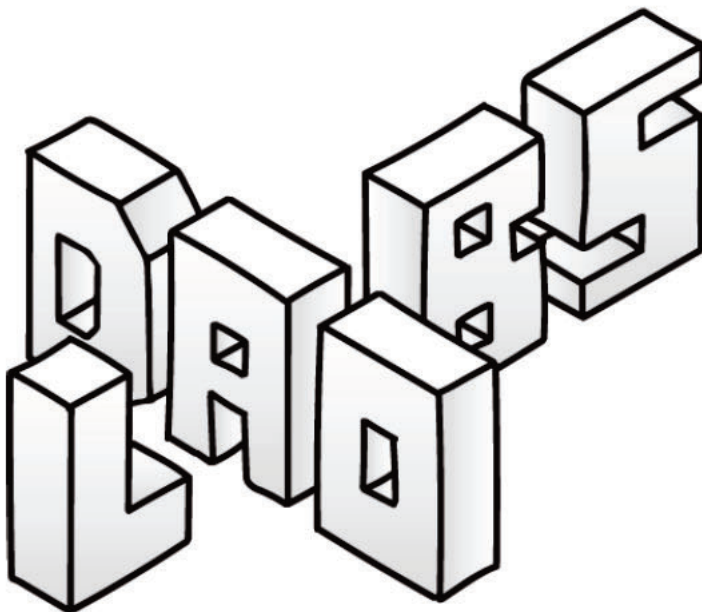


ZERO ETH HOURLY RATE

We understand how hard it is to get good advice regarding the operation of your DAO, what tools you should use, a how you should legally wrap your DAO (if at all). When creating a DAO, you are basically creating an entity, regardless of the mechanics dictating decision making and the allocatio of funds. *Zero ETH Hourly Rate* is our commitment to make contracts, governance templates, and legal resources accessible for free through our DYOR a form based contract templates. Knowing that not everyone will be comfortable with free resources, we have also partnered with dao lawfirm.eth to provide community members with pre paid hourly packages for consulting services ranging from one off transactional tasks to handling the entire formation and governance process so you can focus on your community.



THE CROSSROADS



Our logo embodies DAOLABS' position at the intersection of many disciplines. As we develop Ethereum smart contracts, we make every effort to optimize code we

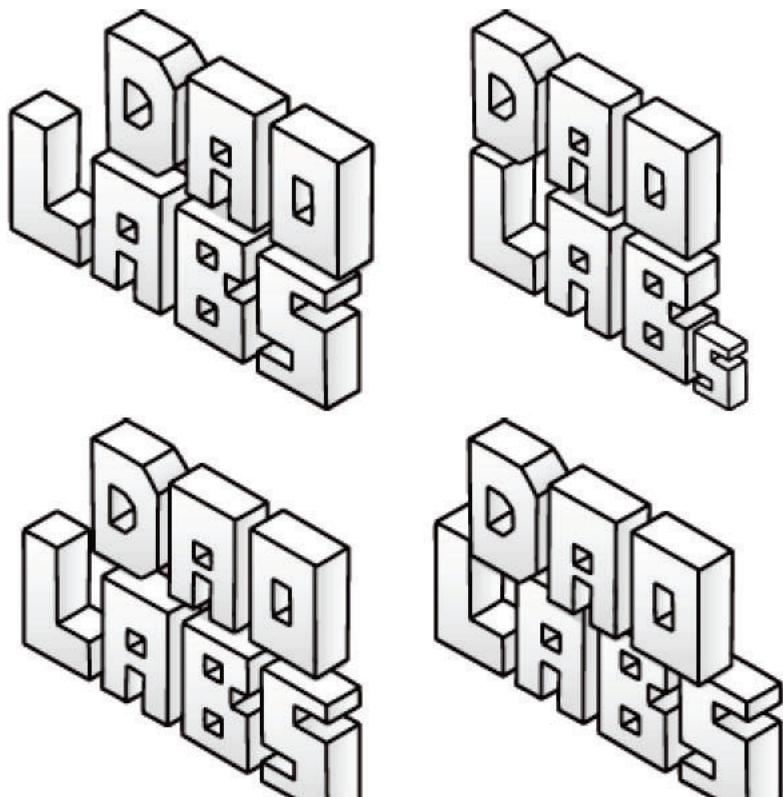
deploy we compress content, such as text, images, and JSONs; Natalia has compressed as well, optimizing the use of a "A" in two separate words. DAOLABS bridges intersections between crypto and web3, startups, DeFi enthusiasts, creative communities and artists, and DAO purists. To that end, we find ourselves at a crossroads—both metaphorically and literally.

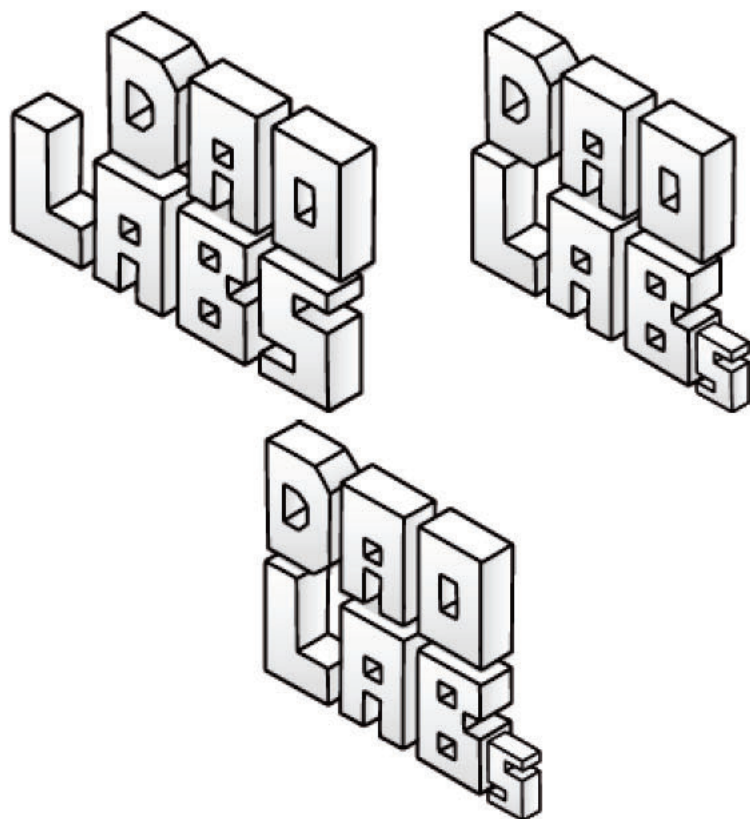


Meant to be the start of a golden ratio or Michelangelo's Vitruvian Man, the logo exhibits heavenly and numinous symmetry and proportions as presented in the crossroads.

STACKED

An early rendition of the DAOLABS logo employed the following stacking and alignment experiments. Metaphorically, we want to create tooling which tears down barriers to entry and removes walls for anyone interested in crypto. We liken the state of crypto today to the early stages of the dot com era. In order to grow the ecosystem, we are fully invested in onboarding the next one billion people into crypto.





We utilized block text for DAOLABS because of its resemblance to ascii artwork—some of which we include in our smart contract deployments.

BADGES

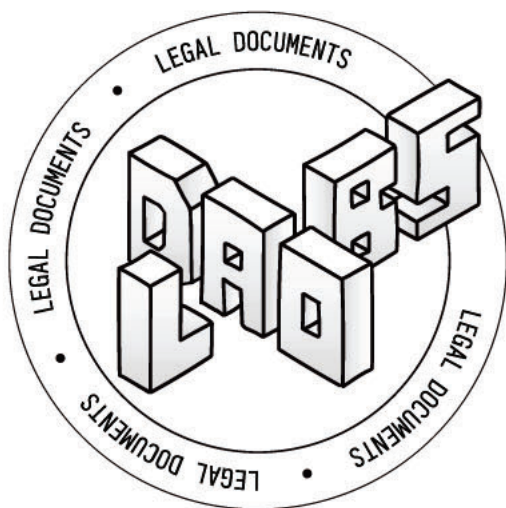
POAPS SCHMOAPS.

These perfectly circular logos, complete with tag line enhancements, are DAOLABS' secret weapon: at a glance, they appear formal and business ready but at closer inspection it's a party all day.

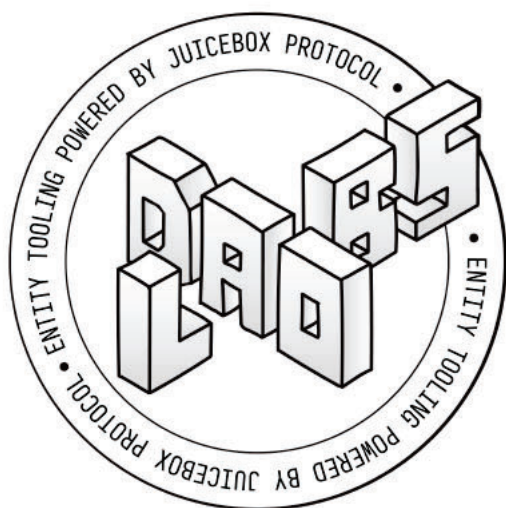
The DAOLABS badges are our favorite, and are also Natalia's trademark. Not only do they make great profile pictures and POAPs we enjoy using them for stamping documents, products, and experiences; and the circular frame around DAOLABS not only gives us the ability to both convey more information, but also allows us to add some humor to this techy rich world

allows us to add some humor to this legal tech world

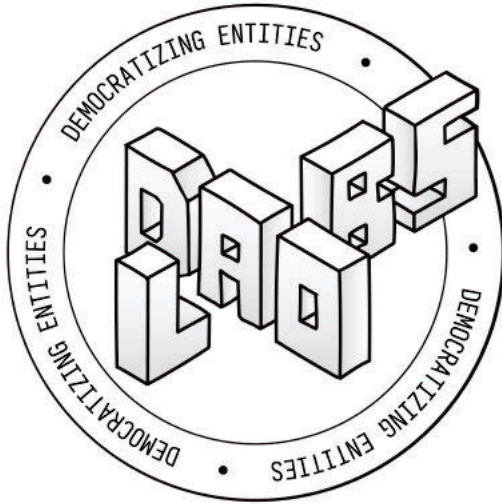
we live in. Below are a few of our favorite badges:



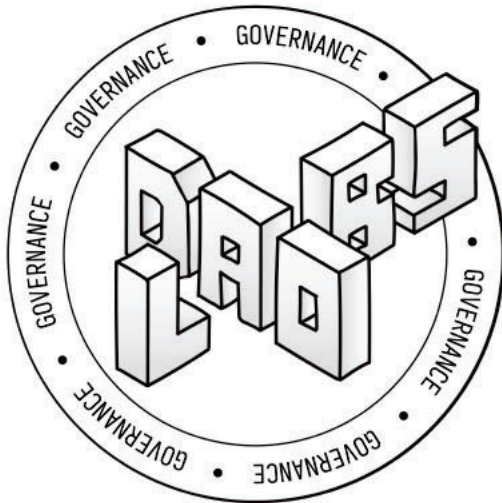
Juicebox Legal Tools, Zero ETH
Hourly Rate



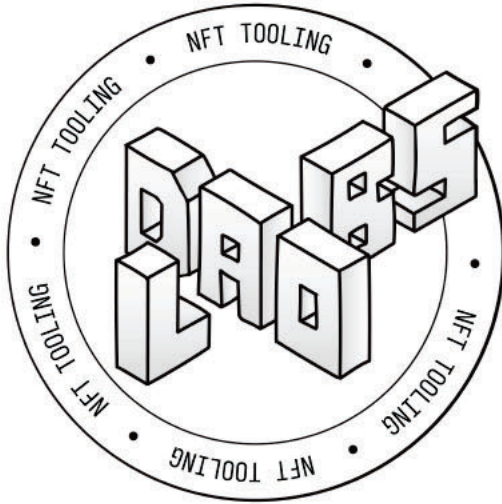
Entity Tooling Powered by the
Juicebox Protocol



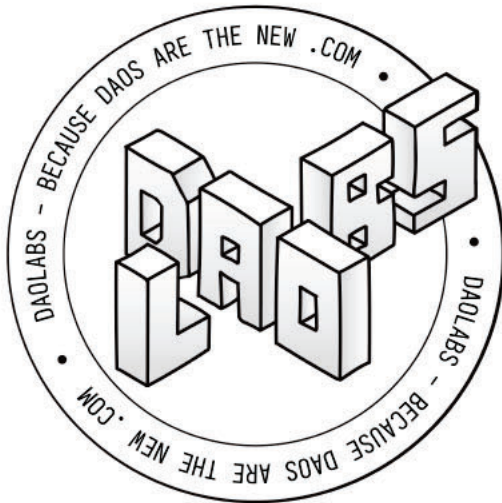
Democratizing Entities,
Accessible Crypto



Governance, Governance,
Governance

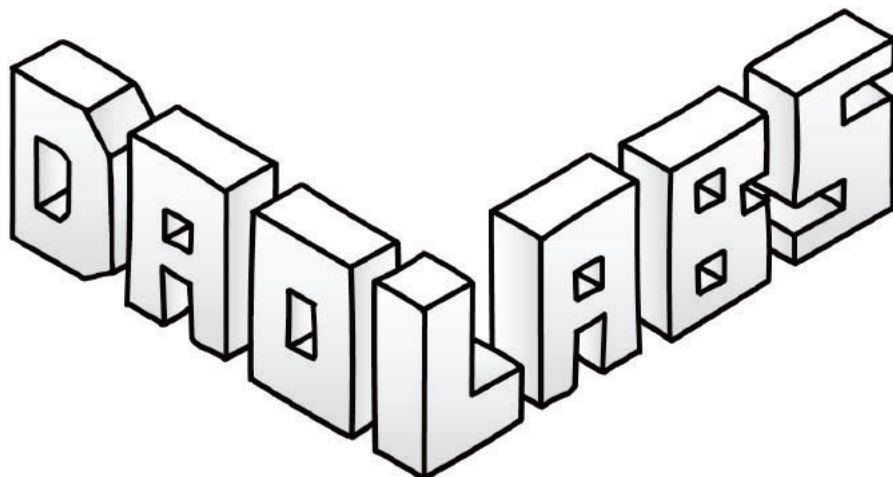


Leveling the playing field for
fancy NFT and creator tooling



.com is so last semester, its
.wtf and .xyz, duh

THE CHEVRON



Optimized for developer t-shirts, **THE CHEVRON** is notoriously attractive. Its hard lines, sharp edges, and subtle shading are known to leave observers bewildered. The "party-line" is to say that the text configuration resembles a check mark; however, it is well known that **THE CHEVRON** is in actuality a life-changing piece of art.

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THE APP
STAY TUNED

THE APP

Effort is underway to better convey the names of the various DAOs and parties involved in the DAOLABS ecosystem. For example, DAOLABS, MovementDAO, PeaceDAO, and the development application website currently using the Juicebox branding, in fact, this is an artifact of the fork - we decided to not introduce complexity to the development process by redesigning the site at the same time as expanding the application tooling.

Development efforts are underway to brand the new application as well as the sections related to DAO and Digital Objects tooling which will replace the hodgepodge of applications currently employed. To that end, we are exploring branding for both the organization, decentralized application, specific applications for DAOs and Digital Objects. We will update this space when we make sufficient progress.

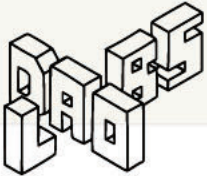
A new font we are experimenting with is called Dreamland Font. See Dreamland and if you want to review the current UX development efforts, we have enabled public access to the DAOLABS UX.

STAY TUNED



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Isometric 1

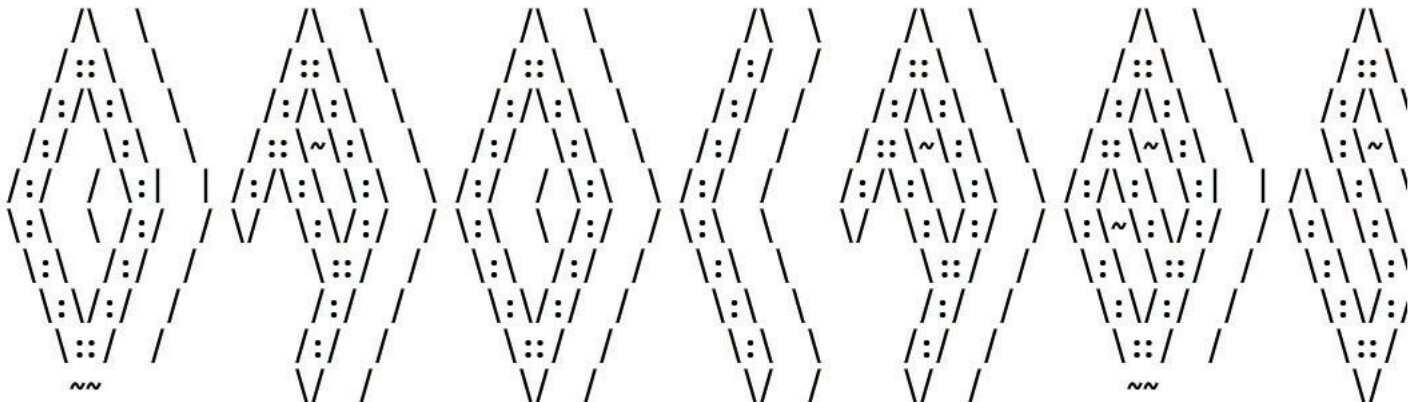
Isometric 2   

Isometric 3

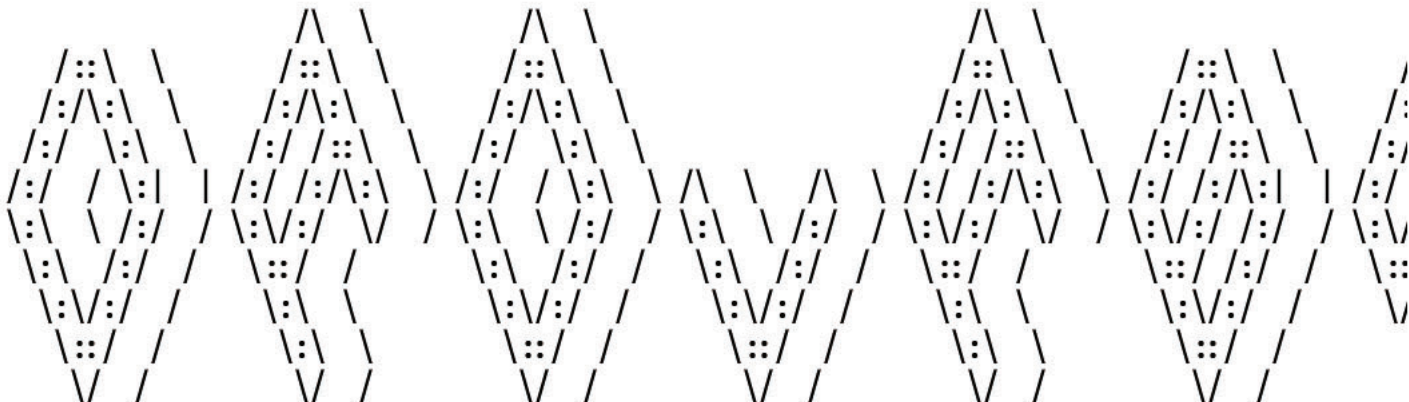
Isometric 4

 Below are several examples of copyright notices within source code.

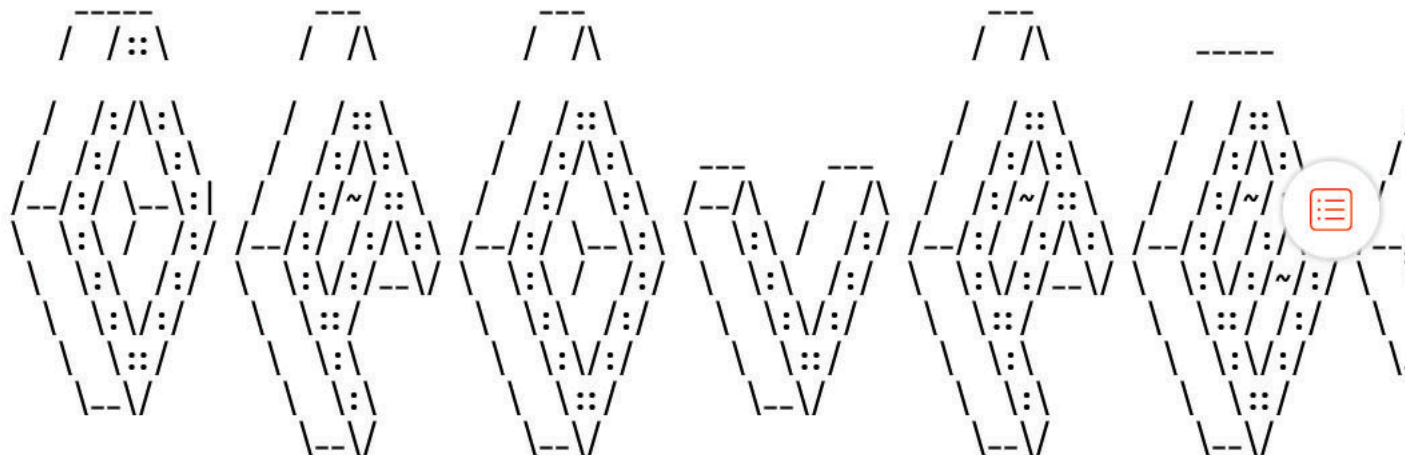
Isometric 1



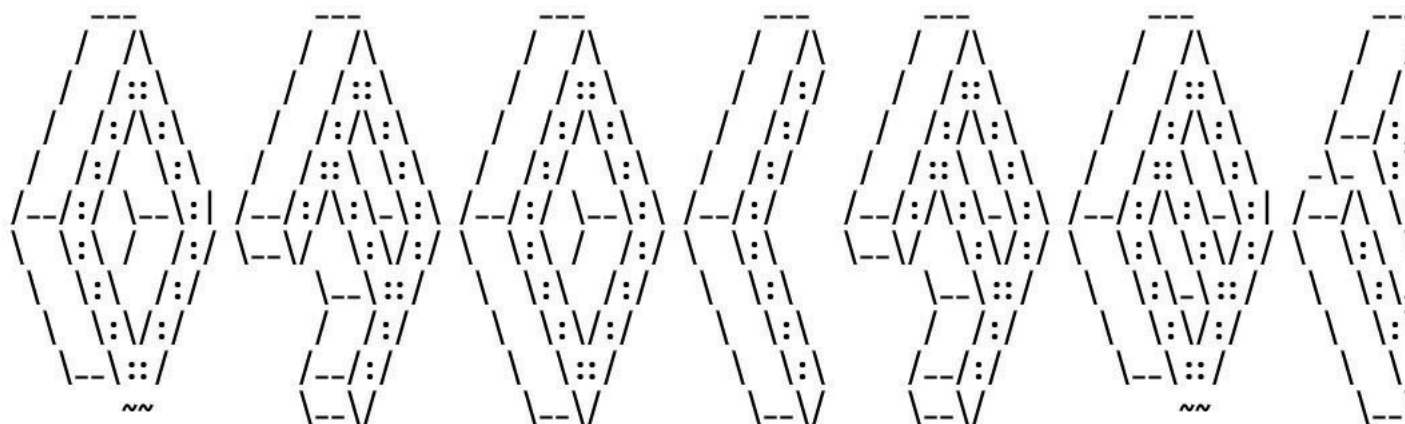
Isometric 2



Isometric 3



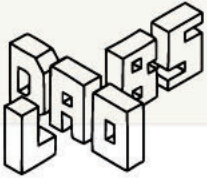
Isometric 4



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Connect Wallet



Terms and Conditions
of Token Sale and Use

Effective Date: January 1, 2022, Last updated:
December 22, 2022,
[0x3fa802d55c2eaebe6333e217323e7f07a2ca92b4@ethereum.em
ail, daolabs.wtf](mailto:0x3fa802d55c2eaebe6333e217323e7f07a2ca92b4@ethereum.email, daolabs.wtf) Document: Terms and Conditions of
Token Sale and Use

Terms and Conditions of Token Sale and Use

i PLEASE READ THESE TERMS AND CONDITIONS OF
TOKEN SALE AND SE CAREF LLY BEFORE ACCESSING
THE WEBSITE LOCATED AT [HTTPS: DAOLABS.WTF](https://daolabs.wtf) (THE
WEBSITE) OR P RCHASING TOKENS OFFERED BY ANY
PROJECT ON THE PLATFORM (THE PLATFORM). YO
ACKNOWLEDGE THAT THERE ARE CERTAIN RISKS
ASSOCIATED WITH P RCHASING THE TOKENS DESCRIBED
HEREIN AND AGREE TO ASS ME S CH RISKS PON ANY
P RCHASE OF TOKENS. IN ADDITION, NOTE THAT THESE
TERMS CONTAIN A BINDING CLASS ACTION WAIVER,
WHICH, IF APPLICABLE TO YO , AFFECT YO R LEGAL
RIGHTS. IF YO DO NOT AGREE TO THESE TERMS, DO
NOT P RCHASE THE TOKENS DESCRIBED HEREIN.

Prior to purchasing Tokens, you should carefully
consider these Terms and, to the extent necessary,
consult a lawyer, accountant, and/or tax professional,
as applicable.

Purchases of Tokens should be undertaken only by
individuals or companies that have significant
experience with, and understanding of, the usage and
intricacies of cryptographic tokens, including
Ethereum based tokens and blockchain based software

PLAINTIFF0003819



systems. Purchasers should have an expert understanding of the storage and transmission mechanisms associated with cryptographic tokens. While the Platform will be available to assist the Purchaser of Tokens during the Token Sale via instructions or an application, the Platform will not be responsible in any way for loss of any cryptocurrency, including Tokens, resulting from actions taken by, or omitted by Purchaser. If you do not have such experience or expertise, then you should not purchase Tokens or participate in the Token Sale. Your participation in the Token Sale is deemed to be your understanding and acknowledgment that you satisfy the requirements mentioned in this paragraph.

As further described herein, by purchasing Tokens, and to the extent permitted by law, you agree to not hold the Platform or its respective past, present, and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and/or designees liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of Tokens, including losses associated with these Terms.

You acknowledge, understand and agree that:

You are subject to and bound by these Terms by virtue of purchasing the Tokens.

The Tokens have no rights, intended uses or attributes outside of use with the Platform or as otherwise expressly referred to in these Terms.

1. A purchase of Tokens is non-refundable and cannot be cancelled.
2. A purchase of Tokens involves many, varied risks which can result in the loss of all amounts paid.
3. The Platform reserves the right to cancel or modify the Tokens at any time in its sole and absolute discretion. Including cancelling issuing Tokens, distributing Ethereum ERC-721 Tokens, or any other Token or asset.
4. The Platform reserves the right to providing Token purchasers with weighted whitelist voting access without any Tokens issuance.*
5. The Platform reserves the right to refuse or cancel Token purchase requests at any time in its

sole and absolute discretion.

6. The Tokens are not backed by any physical bullion or other assets which a Purchaser would have any rights or access to.
 7. The Purchaser of Tokens (whether ERC-20 or ERC-721) or weighted whitelist voting privilege is not a security, investment, or any other type of financial instrument.
 8. Other Token purchasers who made their purchase at a different time may receive more Tokens for the same amount paid.
 9. These Terms limit the liability of the DAO and its Associated Parties (defined below) in connection with the sale of Tokens.
- Weighted whitelisting is a Cryptographic wallet address off-chain voting strategy employed by Snapshot.



Right to review information

You have reviewed to your satisfaction all supporting documents and collateral sources concerning all risks with purchasing Tokens.

NOTHING IN THESE TERMS SHALL BE DEEMED TO CONSTITUTE A PROSPECTUS OF ANY SORT, A SOLICITATION FOR INVESTMENT OR INVESTMENT ADVICE NOR DOES IT IN ANY WAY PERTAIN TO AN OFFERING OR A SOLICITATION OF AN OFFER TO BUY ANY SECURITIES IN ANY JURISDICTION. TO THE MAXIMUM AMOUNT PERMITTED BY APPLICABLE LAW, EACH OF THE PLATFORM AND FOUNDATION (COLLECTIVELY, THE "ASSOCIATED PARTIES" AND EACH AN "ASSOCIATED PARTY") EXPRESSLY DISCLAIM AND SHALL NOT BE LIABLE FOR ANY AND ALL RESPONSIBILITY FOR ANY DIRECT OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER LOSSES OF ANY KIND, IN TORT, CONTRACT OR OTHERWISE (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, INCOME OR PROFITS, AND LOSS OF USE OR DATA), ARISING OUT OF OR IN CONNECTION WITH (I) THE PURCHASER'S ACCEPTANCE OF OR RELIANCE ON ANY INFORMATION CONTAINED IN THESE TERMS OR THE WHITEPAPER, (II) ANY ERROR, OMISSION OR INACCURACY IN ANY SUCH INFORMATION OR (III) ANY ACTION RESULTING THEREFROM.

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About Us

This Section

About Us

DAOLABS is building a powerful suite of tools for web3 communities: flexible enough to operate at any scale, with powerful token issuance, treasury management, fiat compatibility, governance, and legal compliance out of the box.

We also build tools like this website and manage governance and operations for our partners, including [Movement DAO](#), [The Peace Movement DAO](#), and [dao-lawfirm.eth](#).

To learn more, visit the [intro](#).

This Section

This section contains our disclaimers, terms, policies, and conditions. Read these carefully before using this website.

- The [Disclaimers](#) are presented within the [juicebox.wtf Terms of Service](#) and have been consolidated for your convenience.
- Our [Privacy Policy](#): we don't collect any information.
- You agree to our [Terms of Service](#) when you access our services. They dictate the conditions and ways in which you can use our resources.
- The [Application Terms of Service](#) are written with regards to DAO applications.
- The [Terms and Conditions of Token Sale and Use](#) apply when you purchase, sell, or otherwise use tokens from DAOLABS or on our Platform.

Prior to contributing to the Movement Gnosis
eth:0x143c0A996De329C1C5723Ee4F15D2a40c1203c6 you

agreed to the following terms:

- GitBook Original Movement's Terms of Service, February 2, 2022, *for reference*.
- Movement's GitBook Excerpts, Disclaimers, and warnings, February 2, 2022, *for reference*.

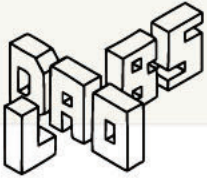


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Effective Date: August 20, 2022, Last updated: December 23, 2022,
0x3fa802d55c2eaebe6333e217323e7f07a2ca92b4@ethereum.email, *daolabs.wtf*

Document: Highlighted Disclaimers

The following disclaimers are presented within the daolabs.wtf Terms of Service and have been consolidated here for your convenience.

① None of the information, services or materials offered on our Site constitute, are intended to constitute, legal, financial, tax, investment or other advice, and you should not act or refrain from acting based on any information, services or materials provided on this Site.

Updated December 23, 2022

DAOLABS, its affiliates, including MOVEMENT DAO reserves the right to modify any of its terms and conditions, privacy policy, or any other terms on this website, or any other website operated by MOVEMENT, DAOLABS, or DAO-LAWFIRM with or without notice and without liability to you.

Limitation of Liability.

1. Prohibition from Illegal Activities.
2. Legal, Financial, Tax, Investment Information Presented.
3. Securities Law Matters.
4. Regarding Ethereum Platform Risks.
5. Regarding privacy.



Limitation of Liability.

1. Prohibition from Illegal Activities.

① You agree and acknowledge that the use of the services is made solely at your own risk and responsibility and that DAOLABS bares no responsibility or liability for your use of the DAO Beta Services provided including, without limitation, for any harm, loss, or damages arising from incorrect use of the services, including constructed transactions, network and technical failures, unauthorized access to any user wallets, legal and regulatory matters and consequences, or fraud conducted by third parties. You agree and acknowledge that you will not use the services:

- (i) in a manner that violates any applicable law or regulation;
- (ii) to fund terrorism or other criminal activity;
- (iii) to circumvent any export restrictions or economic sanctions; or
- (iv) to engage in unlawful money transmission, currency exchanging, or money laundering.

2. Legal, Financial, Tax, Investment Information Presented.

① None of the information, services or materials offered on our Site constitute, are intended to constitute, legal, financial, tax, investment or other advice, and you should not act or refrain from acting based on any information, services or materials provided on this

Site. All content on our Site is information of a general nature and does

not address the unique circumstances of any particular user. You are strongly urged to consult with your own legal, financial, tax, investment and other advisors as to all legal, financial, tax and investment-related questions you have.



3. Securities Law Matters.

① Any Governance Tokens received by Members have not been approved or disapproved by the United States Securities and Exchange Commission, any state securities commission, or other regulatory authority, nor have any of the foregoing authorities passed upon the merits of this offering or upon the accuracy or adequacy of this agreement. Any representation to the contrary is a criminal offense. This document does not constitute an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorized.

① Any Governance Tokens that you may acquire have not been registered under the Securities Act, state securities laws, or the laws of any country outside the United States. A disclaimer is that they should not be since the purpose of Juicebox is to manage Ethereum treasures, provide you with rights to a distribution of profits, and are non-transferable except as detailed in the Terms of use.

4. Regarding Ethereum Platform Risks.

Limitation of liability on a broader scope, with Ethereum in general.

① The ser expressly knows and agrees that the ser is using the Ethereum

platform at the ser's sole risk. The ser represents that the ser has an adequate understanding of the risks, usage and intricacies of cryptographic tokens and blockchain-based open source software, ETH platform and ETH. The ser acknowledges and agrees that, to the fullest extent permitted by any applicable law, the disclaimers of liability contained herein apply to any and all damages or injury whatsoever caused by or related to risks of, use of, or inability to use, ETH or the Ethereum platform under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence) and that neither Ethereum team shall be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages. Therefore, some of the above limitations in this section may not apply to a ser.



5. Regarding privacy.

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LEGAL-TOOLS

DAOLABS

Connect Wallet



Effective Date: January 1, 2022, Last updated: January 8, 2023,
0x3fa802d55c2eaebe6333e217323e7f07a2ca92b4@ethereum.ema
il, daolabs.wtf

Document: Move Terms of Service

This Terms of Service was provided within the Movement DAO GitBook published on or about February 2, 2022 via <https://move.xyz> and has been updated to correct any typos.

TERMS AND CONDITIONS OF TOKEN SALE AND USE

PLEASE READ THESE TERMS AND CONDITIONS OF TOKEN SALE AND USE

CAREFULLY READ BEFORE ACCESSING THE WEBSITE LOCATED AT [HTTPS://MOVE.XYZ](https://move.xyz) - THE MOVEMENT DAO (THE "WEBSITE" OR THE "DAO") (DEFINED BELOW) PRIOR TO PURCHASING TOKENS OR MAKING ANY CONTRIBUTIONS. THE LAW OFFICE OF REED YURCHAK (DAO-LAWFIRM.ETH) WILL ACT AS THE SERVICE PROVIDER (THE "SERVICE PROVIDER") FOR THE MOVEMENT DAO. YOU ACKNOWLEDGE THAT THERE ARE CERTAIN RISKS ASSOCIATED WITH PURCHASING THE TOKENS DESCRIBED HEREIN AND AGREE TO ASSUME SUCH RISKS UPON ANY PURCHASE OF TOKENS. IN ADDITION, NOTE THAT THESE TERMS CONTAIN A BINDING CLASS ACTION WAIVER, WHICH, IF APPLICABLE TO YOU, AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE THE TOKENS DESCRIBED HEREIN OR CONTRIBUTE ANY FUNDS.

Prior to purchasing Tokens. you should carefully

<https://move.xyz/daolabs/policies/move-terms-of-service.md>

PLAINTIFF0003828

consider these Terms and, to the extent necessary,

**consult a lawyer, accountant, and/or tax professional,
as applicable.**



Purchases of Tokens should be undertaken only by individuals or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, including Ethereum-based tokens and blockchain-based software systems. Purchasers should have an expert understanding of the storage and transmission mechanisms associated with cryptographic tokens. While the DAO will be available to assist the Purchaser of Tokens during the Token Sale, the DAO will not be responsible in any way for loss of any cryptocurrency, including Tokens, resulting from actions taken by, or omitted by Purchaser. If you do not have such experience or expertise, then you should not purchase Tokens or participate in the Token Sale. Your participation in the Token Sale is deemed to be your understanding and acknowledgment that you satisfy the requirements mentioned in this paragraph.

As further described herein, by purchasing Tokens, and to the extent permitted by law, you agree to not hold the DAO or its respective past, present, and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and/or designees liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of Tokens, including losses associated with these Terms.

You acknowledge, understand and agree that:

You are subject to and bound by these Terms by virtue of purchasing the Tokens.

The Tokens have no rights, intended uses or attributes outside of use within the Movement Platform or as otherwise expressly referred to in these Terms.

- A purchase of Tokens is non-refundable and cannot be cancelled.
- A purchase of Tokens involves many varied risks which can result in the loss of all amounts paid.

- The DAO reserves the right to refuse or cancel Token purchase requests at any time in its sole and absolute discretion.
- The DAO reserves the right to issue ERC-721 Tokens in place of ERC-20 or no Tokens at all.
- The DAO reserves the right to provide Token purchasers with weighted whitelisted access to the platform governance voting, i.e. *Snapshot*
- The Tokens are not backed by any physical bullion or other assets which a Purchaser would have any rights or access to.
- Other Token purchasers who made their purchase at a different time may receive more Tokens from the DAO for the same amount paid.
- The Tokens are priced on a bonding curve which is a function involving the number of tokens and the order in which the purchases were made.
- The Tokens issued on a bonding curve may be dramatically different in the amount of Tokens issues to the same amount paid differing only in time.
- An ERC-721 Token in combination with the purchaser's cryptographic wallet address may be used to provide the purchaser with the participation rights associated with any Token.



These Terms limit the liability of the DAO and its Associated Parties (defined below) in connection with the sale of Tokens.

Right to review information of the Movement DAO

You have reviewed to your satisfaction all supporting documents and collateral sources concerning the risks associate with purchasing Tokens.

NOTHING IN THESE TERMS SHALL BE DEEMED TO CONSTITUTE A PROSPECTUS OF ANY SORT, A SOLICITATION FOR INVESTMENT OR INVESTMENT ADVICE NOR DOES IT IN ANY WAY PERTAIN TO AN OFFERING OR A SOLICITATION OF AN OFFER TO BUY ANY SECURITIES IN ANY JURISDICTION. TO THE MAXIMUM AMOUNT PERMITTED BY APPLICABLE LAW, EACH OF THE MOVEMENT ASSOCIATIONS (COLLECTIVELY, THE "ASSOCIATED PARTIES" AND EACH AN "ASSOCIATED PARTY") EXPRESSLY DISCLAIM AND SHALL NOT BE LIABLE FOR ANY AND ALL RESPONSIBILITY FOR ANY DIRECT OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER LOSSES OF ANY KIND, IN TORT, CONTRACT OR OTHERWISE (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, INCOME OR PROFITS, AND LOSS OF USE OR DATA) ARISING OUT OF OR IN CONNECTION WITH (1) THE

DATA), ARISING OUT OF OR IN CONNECTION WITH (I) THE PURCHASER'S ACCEPTANCE OF OR RELIANCE ON ANY INFORMATION CONTAINED IN THESE TERMS OR THE WHITEPAPER,

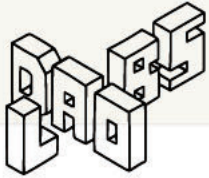
(II) ANY ERROR, OMISSION OR INACCURACY IN ANY SUCH INFORMATION OR (III) ANY ACTION RESULTING THEREFROM.

Purchaser agrees to contribute funds to the DAO. The DAO may or may not issue Project Tokens in the form of ERC-20 or ERC-721 tokens. The Purchaser was not provided with any specific Project Prospectus, Whitepaper, or Memorandum.



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LEGAL-TOOLS

DAOLABS

Connect Wallet



Effective Date: September 1, 2022, Last updated:
August 27, 2022,
0x3fa802d55c2eaebe6333e217323e7f07a2ca92b4@ethereu
m.email, daolabs.wtf

Document: DAOLABS Terms of Service

i This Terms of Service is specifically
regar i g the se of aolabs.wtf's Treas ry
website, which is c rre tly theme exactly
like htt s: j icebox.mo ey while
a licatio feat res are c rre tly er
evelo me t. e to the ser's ability to
obtai toke s for co trib tio s, the
followi g terms of service are i effect.

PLEASE READ THIS TERMS OF SERVICE AGREEMENT (THE
"TERMS OF SERVICE") CAREFULLY. THIS SITE AND ANY
OTHER WEBSITES OF DAOLABS.WTF ("DAOLABS"), ITS
AFFILIATES OR AGENTS (COLLECTIVELY, THE "SITE") IS
CONTROLLED BY DAOLABS. THESE TERMS OF USE GOVERN
THE USE OF THE SITE AND APPLY TO ALL INTERNET
USERS VISITING THE SITE. BY ACCESSING OR USING THE
SITE IN ANY WAY, INCLUDING USING THE SERVICES AND
RESOURCES AVAILABLE OR ENABLED VIA THE SITE (EACH
A "SERVICE" AND COLLECTIVELY, THE "SERVICES"). BY
CLICKING ON THE "I ACCEPT" BUTTON, COMPLETING THE
REGISTRATION PROCESS, AND/OR BROWSING THE SITE,
YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND,
AND AGREE TO BE BOUND BY THE TERMS OF SERVICE, (2)
YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT
WITH DAOLABS, AND (3) YOU HAVE THE AUTHORITY TO
ENTER INTO THE TERMS OF USE PERSONALLY OR ON

Decentralized, Centralized
Applications.

Parties, Notice addresses.

Introduction.

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agree to these Terms.

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ENTER INTO THE TERMS OF USE PERSONALLY OR ON BEHALF OF THE ENTITY YOU HAVE NAMED AS THE USER, AND TO BIND THAT ENTITY TO THE TERMS OF SERVICE.

THE TERM "YOU" REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTERED ON THE SITE. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF SERVICE, YOU MAY NOT ACCESS OR USE THIS SITE OR THE SERVICES.

PLEASE BE AWARE THAT SECTION 15 (ARBITRATION, OUR DISPUTE RESOLUTION PROCESS) OF THIS AGREEMENT, BELOW, CONTAINS PROVISIONS GOVERNING HOW DISPUTES THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY DISPUTES THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

Decentralized, Centralized Applications.

DAOLABS applications may be accessed at the following URLs: daolabs.wtf, dao-lawfirm.xyz, movement.xyz, juicebox.wtf, treasury.wtf, tiles.wtf and any services used by DAOLABS, such as Discord, Twitter, Instagram and Github.[^1]

Parties, Notice addresses.

The parties to this agreement are **you** (user of DAOLABS's decentralized application) and **DAOLABS**. For the purpose of electronic communication or other electronic notice you may contact DAOLABS via its Service Provider at dao-lawfirm.xyz or by e-mail at 0x752515a3A1091b9f1c04416CF79D1F14d2340085@ethereum.email or 0x3fa802d55c2eaebe6333e217323e7f07a2ca92b4@ethereum.email.



Introduction.

Please read these terms of service (“Terms”) carefully. These Terms are between you and DAOLABS (the “DAOLABS,” “we,” “us,” or “our”) concerning your use of **DAOLABS' decentralized application (“DAPP”) or websites**, including the sites listed above, other DAOLABS websites, and other websites maintained by DAOLABS (together the “Site” or “Sites”) which may interact with and operate on the Juicebox protocol (the “Juicebox DAO Protocol”) currently available on Ethereum via smart contracts (“Smart Contracts”).

These Terms apply to you (“you,” or “User”) as a user of the Site information made available on the Site.

1. By using the Site, you agree to these Terms.

Certain features on the site may be offered while still in “beta” form (“**Services**”). By accepting these Terms or using the Services, You understand and acknowledge that the Services are being provided as a version and made available on an “As Is” or “As Available” basis. The Services may contain bugs, errors, and other problems.

You assume all risks and all costs associated with your use of DAOLABS services, including, without limitation, any internet access fees, back-up expenses, costs incurred for the use of your device and peripherals, and any damage to any equipment, software, information, or data. In addition, we are not obligated to provide any maintenance, technical support, or other support for the Services.

None of the information, services, or materials offered on the Sites constitute, or are intended to constitute, legal, financial, tax, investment, or other advice, and you should not act or refrain from acting based on any information, services, or materials provided on the Sites. All content on the Sites is information of a general nature and does not address the unique circumstances of any particular user. You are strongly urged to consult



with your own legal, financial, tax, investment, and other advisors as to all legal, financial, tax, and investment-related questions you have.

You must be able to form a legally binding contract online either as an individual or on behalf of a legal entity. You represent that as a User, you have the legal authority to bind the company or other legal entity on the behalf of which you are acting to these Terms, you are at least 18 years old or the age of majority where you reside, whichever is older, you can form a legally binding contract online, and you have the full right, power, and authority to enter into and to comply with the obligations under these Terms on your own behalf, or on behalf of the company or other legal entity on the behalf of which you are acting.

PLEASE NOTE THAT THE AGREEMENT IS SUBJECT TO CHANGE BY DAOLABS IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, DAOLABS will make a new copy of the Terms of Service Agreement available at the Site and any new Supplemental Terms will be made available from within, or through, the affected Service on the Site. We will also update the "Last Updated" date at the top of the Terms of Service Agreement. DAOLABS may require you to provide consent to the updated Agreement in a specified manner before further use of the Site and/ or the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Site and/or the Services. Otherwise, your continued use of the Site and/or Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE SITE TO VIEW THE THEN-CURRENT TERMS.

As a User, you agree to be bound by any changes, variations, or modifications to our terms of service and your continued use of the Site shall constitute acceptance of any such changes, variations, or modifications.

2. Information of a Legal, Accounting, or Tax Matters.

Any legal, financial, or tax comments within the Sites are provided for informational and



illustrative purposes only, and are not intended to constitute legal, financial, tax, or other advice. You should not act or refrain from acting based on any information gleaned from any documents, comments, or instructions within the Sites. DAOLABS does not endorse or make any representation as to the capabilities of any legal or tax professional or advisors within our Sites (or the Internet), and the provision of contact information is not a recommendation that you hire any such person. Please check with your legal and tax advisors to make the best decisions for your specific circumstances.



3. Risks Involved in the Use of the Smart Contracts.

DAOLABS' protocol runs entirely on publicly accessible smart contracts explained in detail throughout the Juicebox DAO's online documents, currently available at <https://info.juicebox.money>. The Juicebox DAO's protocol is public infrastructure running well-known code. All consequences from interacting with networks running the protocol are borne by the entities who sign each transaction. The protocol works according to the specifications outlined in these docs to the extent the code is written and deployed correctly, which is a collective responsibility and is not guaranteed. There are major risks that the code is not written and deployed correctly. **Please do your own research.**

4. Source Code Repositories.

No Warranties. DAOLABS's source code Repository is only a presentation of information regarding certain view points and technologies. The statements contained in the Repository do not provide any advice, representation, warranty, certification, guarantee or promise relating to these technologies, any uses thereof or any of the other matters discussed in the Repository, nor does the Repository provide an offer or agreement to make such technologies available, maintain or update such technologies, or sell or buy any asset or enter into any transaction. You should not rely on the Repository as a basis for making any financial or other decision.



5. Intellectual Property.

The rights granted to you in the Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit DAOLABS' Properties or any portion of DAOLABS' Properties, including the Site; (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other DAOLABS Properties (including images, text, page layout or form) of DAOLABS; (c) you shall not use any metatags or other "hidden text" using DAOLABS' name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of DAOLABS' Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained in the Site (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) except as expressly stated herein, no part of DAOLABS' Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in DAOLABS' Properties. Any future release, update or other addition to DAOLABS' Properties shall be subject to the Agreement. DAOLABS, its suppliers and Service Providers reserve all rights not granted in the Agreement. Any unauthorized use of any DAOLABS's Property terminates the licenses granted by DAOLABS pursuant to the Agreement.

1. DAOLABS Properties. Except with respect to Your Content and User Content, you agree that DAOLABS

and its suppliers own all rights, title and interest in DAOLABS Properties. You will not remove, alter or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying any of DAOLABS Properties.



2. Your Content. DAOLABS does not claim ownership of Your Content. However, when you as a Registered User post or publish Your Content on or in DAOLABS Properties, you represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display Your Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in Your Content.

3. License to Your Content. Subject to any applicable account settings that you select, you grant DAOLABS a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display Your Content (in whole or in part) for the purposes of operating and providing DAOLABS Properties to you and to our other Registered Users. Please remember that other Registered Users may search for, see, use, modify and reproduce any of Your Content that you submit to any “public” area of DAOLABS Properties. You warrant that the holder of any worldwide intellectual property right, including moral rights, in Your Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not DAOLABS, are responsible for all of Your Content that you Make Available on or in DAOLABS Properties. Any Content posted by you in your profile may not contain nudity, violence, sexually explicit, or offensive subject matter as

determined by DAOLABS in its sole discretion. You may not post or submit for print services a

photograph of another person without that person's permission.

6. The Decentralized Application.

DAOLABS provides access to a DAPP, a decentralized finance application, ("**Application**") on the Ethereum blockchain that allows individuals to contribute Ethereum assets including Ethereum, ERC-20, ERC-721, and other Ethereum-based assets ("**Cryptocurrency Assets**") to DAOLABS Treasury as contributions. The Application may be configured as to emit project tokens ("**Project Tokens**") which may or may not have utility. The Application spans a front-end application, middleware (including Interplanetary File System metadata, Graph indexers, Blocknative API functions, Infura services, Cloud Functions, etc.) and an array of Ethereum smart contracts - the user is required to authorize the execution of the Smart Contracts when interacting with their wallet at all times.

Using DAOLABS' protocol may require that you pay a fee, such as gas fees on the Ethereum network, to perform a transaction. You acknowledge and agree that DAOLABS has no control over any transactions among Users over DAOLABS' protocol, or the method of payment of any such transactions or any actual payments of such transactions. Accordingly, you must ensure that you have a sufficient balance of the applicable cryptocurrency tokens stored at your DAOLABS protocol-compatible wallet address ("**Cryptocurrency Wallet**") to complete any such transaction on DAOLABS protocol or the Ethereum network before initiating such a transaction.

7. Access to DAOLABS Application.

Access to the Site is provided on an "AS IS" and "as available" basis only. We do not guarantee that the Site, or any content on it, will always be available or uninterrupted. From time to time, access may be interrupted, suspended, or restricted, including because of a fault, an error, or unforeseen circumstances, or because we are carrying out planned maintenance. With regards





to the Sites; We reserve the right to limit the availability of the Site to any person, geographic area or jurisdiction we so desire and/or to terminate your access to and use of the Site, at any time and in our sole and absolute discretion. We may remove or amend the content of the Site at any time. Some of the Site content may be out of date at any given time and we are under no obligation to update it. We do not guarantee that the Site, or any content on it, will be free from errors or omissions.

We will not be liable to you for any loss or damage you may suffer as a result of the Site being unavailable at any time for any reason. You will comply with all applicable domestic and international laws, statutes, ordinances and regulations applicable to your use of the Site.

Registering Your Account. In order to access certain features of DAOLABS's Properties you may be required to become a Member. For purposes of the Agreement, a Member is also a "Registered User", which is a user who has registered an account on the Site ("Account"), and has a valid account on a third party service through which the user has connected to the Site (each such account, a "Third-Party Account").

As a condition to accessing or using the Site, you will:

1. only use the Site in accordance with these Terms;
2. ensure that all information that you provide on the Site is current, complete, and accurate;
3. ensure compliance with all U.S. Securities laws; and
4. maintain the security and confidentiality of access to your Cryptocurrency Wallet address.

You acknowledge that all Content, including DAOLABS Properties, is the sole responsibility of the party from whom such Content originated. This means that you, and not DAOLABS, are entirely responsible for all Content that **you upload, post, e-mail, transmit or otherwise make available ("Make Available")** through DAOLABS Properties ("**Your Content**"). and that you and other

Registered Users of DAOLABS Properties, and not DAOLABS, are similarly responsible for all Content

that you and they Make Available through DAOLABS Properties ("User Content").

You acknowledge that DAOLABS has no obligation to pre-screen Content (including, but not limited to, User Content), although DAOLABS reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into the Agreement, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content, including without limitation chat, text, or voice communications. In the event that DAOLABS pre-screens, refuses or removes any Content, you acknowledge that DAOLABS will do so for DAOLABS' benefit, not yours. Without limiting the foregoing, DAOLABS shall have the right to remove any Content that violates the Agreement or is otherwise objectionable.

As a condition to accessing or using the Site, you will not:

1. violate any applicable law, including, without limitation, any relevant and applicable anti-money laundering and anti-terrorist financing laws as well as any relevant and applicable privacy and data collection laws, in each case as may be amended;
2. export, reexport, or transfer, directly or indirectly, any DAOLABS technology in violation of applicable export laws or regulations;
3. infringe on or misappropriate any contract, intellectual property or other third-party right, or commit a tort while using the Site;
4. make commercial use of the Site or any of its content without our express written permission;
5. misrepresent the truthfulness, sourcing or reliability of any content on the Site;
6. use the Site or its content to simulate communications from us or another service or entity in order to collect identity information, authentication credentials or



information, authentication credentials, or other information (known as 'phishing');

7. use the Site in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Site or DAOLABS protocol, or that could damage, disable, overburden, or impair the functioning of the Site or DAOLABS protocol in any manner;
8. attempt to circumvent any content filtering techniques or security measures that DAOLABS employs on the Site, or attempt to access any service or area of the Site that you are not authorized to access;
9. use any robot, spider, crawler, scraper, or other automated means or interface not provided by us, to access the Site to extract data;
10. introduce any malware, virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism or other harmful material into the Site;
11. **post content or communications on the Site that are, in our sole and absolute discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive, or otherwise objectionable;**
12. post content on the Site containing unsolicited promotions, commercial messages, or any chain messages or user content designed to deceive or trick the user of the Site; or
13. encourage or induce any third party to engage in any of the activities prohibited under these Terms.



You acknowledge that the Site and your use of the Site contain certain risks, including, without limitation, the following risks:

1. that any Smart Contracts you interact with are entirely your own responsibility and liability;
2. that at any time, your access to your

Cryptocurrency Assets may be suspended or terminated or there may be a delay in your access or use of your Cryptocurrency Assets which may result in the Cryptocurrency Assets diminishing in value or you being unable to complete a transaction or interact with a Smart Contract; and

3. That the Site and/or application may be suspended or terminated for any or no reason, which may limit your access to your Cryptocurrency Assets.



Accordingly, you expressly agree that:

1. you assume all risks in connection with your access and use of the Site, DAOLABS Application and the Smart Contracts; and
2. you expressly release DAOLABS and our contributors, Members, and affiliates, and hold them harmless from and against any and all liability, claims, causes of action, losses, expenses, or damages (whether arising in law or equity, including but not limited to special, consequential, indirect, punitive, and exemplary damages, and including but not limited to economic loss, business disruption, and/or attorney's fees) arising from or in any way related to the Site, the Application, and/or the Smart Contracts. You expressly waive all such claims against the Releases.

Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to DAOLABS through its suggestion, feedback, wiki, forums (e.g. Discord or Snapshot), or similar pages ("Feedback") is at your own risk and that DAOLABS has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to DAOLABS a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sub-licensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense

the foregoing rights in connection with the operation and maintenance of DAOLABS Properties and/or DAOLABS's purpose.

Export control. You may not use, export, import, or transfer DAOLABS DAPP except as authorized under U.S. law and the laws of the jurisdiction in which you obtained DAOLABS property (DAPP or Site), and any other applicable laws. In particular, but without limitation, DAOLABS properties may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using DAOLABS' DAPP, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use DAOLABS' DAPP for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by DAOLABS are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer DAOLABS DAPP products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

8. Securities Law Matters.

ANY GOVERNANCE TOKENS RECEIVED BY MEMBERS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION, OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON THE MERITS OF THIS OFFERING OR UPON THE ACCURACY OR ADEQUACY OF THIS AGREEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THIS DOCUMENT DOES NOT CONSTITUTE AN OFFER OR SOLICITATION TO ANYONE IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED.



ANY GOVERNANCE TOKENS THAT YOU MAY ACQUIRE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, STATE SECURITIES LAWS, OR THE LAWS OF ANY COUNTRY OUTSIDE THE UNITED STATES. DAOLABS' POSITION IS THAT DAOLABS' GOVERNANCE TOKENS SHOULD NOT BE CONSIDERED OR REGARDED AS SECURITIES AS THE PURPOSE OF DAOLABS IS TO PROVIDE A BLOCKCHAIN NATIVE TREASURY MANAGEMENT APPLICATION AND DAOLABS TOKENS PROVIDE NO RIGHTS TO ANY DISTRIBUTION OR PROFITS, AND ARE NON-TRANSFERABLE AS DETAILED IN THE TERMS OF USE.

"Not an Invitation to Invest or Purchase."

The information contained on DAOLABS Properties is not an invitation or solicitation to invest in or purchase any cryptocurrency or NFTs or to invest in the shares or other products or services or otherwise deal in these or enter into a contract with DAOLABS, any cryptocurrency marketplace or any other company. The information provided herein should not be relied upon in connection with any investment decision. No reliance should be placed on any statements, rankings or ratings on DAOLABS Properties, whether for investment purposes or otherwise.

9. OFAC Compliance.

The U.S. Department of Treasury, through the Office of Foreign Assets Control ("OFAC"), prohibits U.S. companies from engaging in all or certain commercial activities with certain sanctioned countries (each a "Sanctioned Country") and certain individuals, organizations, or entities, including, without limitation, certain "Specially Designated Nationals" ("SDN") listed by OFAC. **If you use the Site, you expressly represent that you are not located in a Sanctioned Country and are not listed as an SDN. If DAOLABS determines that the Site is being used by prohibited persons, it will take any and all actions to terminate that User's access to the Site.**

10. Third Party Links.

The Site may contain hyperlinks or references to

third party websites. Any such hyperlinks or references are provided for your information and convenience only. We have no control over third party websites and accept no legal responsibility for any content, material, or information contained in them. The display of any hyperlink and reference to any third-party website does not mean that we endorse that third party's website, products, or services. Your use of a third-party site may be governed by the terms and conditions of that third-party site.



11. Privacy Policy.

Certain areas of the Site or Application, including any and all interactions with the Ethereum blockchain, record your Cryptocurrency address and details of the transactions you authorize. You understand that transactions, including parties you transact with, specific Cryptocurrency Assets you hold, including unique ENS domain NFTs, third-party NFTs, the Cryptocurrency address, metadata associated with any Smart Contract such as the executing function, its arguments (or parameters) will contain in aggregate information which *may* identify you personally.

The Ethereum blockchain transactions are not temporary or transient, but are permanently and permissionlessly accessible. DAOLABS, its contributors, and its affiliates are not engaged in profiling activities whatsoever; however, *any other* third party, including government agencies and/or foreign adversaries, will have unfettered access to all of your transactions on the blockchain forever.

Your authorization of transactions with your Cryptocurrency address, using Cryptocurrency Tokens, will result in the indelible dissemination of information to the Ethereum blockchain. Notwithstanding, the Application, handles as little personal information as possible, only your Cryptographic address. With regards to transaction with the Application, including any payments or transfer of funds, any information you provide to the payment vendors we do not retain, have access to or control; your authorization of any payment

or execution of transactions you provide to the site is voluntary, and final.

Additionally, the Sites may employ Fathom Analytics for website traffic analytics, which doesn't use cookies and complies with the GDPR, ePrivacy (including PECR), COPPA and CCPA. The decision to potentially use this privacy-friendly analytics software, was in large part to ensure your IP address is only briefly processed by this 3rd party, and DAOLABS and the Site have no way of identifying you (aside from the aforementioned indelible entire history of Cryptographic transactions). As per the CCPA, your personal information is de-identified.

The purpose of DAOLABS potentially using Fathom Analytics is to understand the Application website traffic in the most privacy-friendly way possible so that DAOLABS can continually improve the Application. The lawful basis as per the GDPR is "Article 6(1)(f); where our legitimate interests are to improve our website and business continually." Additionally, DAOLABS and its contributors have no interest in collecting this information.

12. Disclaimers; Limitation of Liability.

YOU EXPRESSLY AGREE THAT ACCESS TO AND USE OF THE SITE IS AT YOUR SOLE RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER THE LAWS APPLICABLE TO TERMS OF SERVICE WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NEITHER DAOLABS NOR ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, ATTORNEYS, THIRD-PARTY PROVIDERS, DISTRIBUTORS, LICENSEES, LICENSORS, SUCCESSORS, OR ASSIGNS (COLLECTIVELY, "DAOLABS PARTIES") WARRANT THAT THE SITE WILL BE UNINTERRUPTED, BUG-FREE, OR ERROR-FREE, AND NONE OF DAOLABS PARTIES WARRANT THAT SMART CONTRACTS



ARE MERCHANTABLE, FIT FOR ANY PARTICULAR PURPOSE, AND/OR RECOGNIZED BY ANY PARTICULAR JURISDICTION(S).

TO THE FULLEST EXTENT PERMITTED BY LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES, LOSSES AND/OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICES UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT AND/OR TORT (INCLUDING NEGLIGENCE). DAOLABS PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SITE. YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT DAOLABS PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD DAOLABS PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SITE AND OPERATORS OF EXTERNAL WEBSITES, AND THAT THE RISK OF THE SITE AND EXTERNAL WEBSITES AND OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

IN THE EVENT THAT A COURT AND/OR ARBITRATOR(S) OF COMPETENT JURISDICTION HOLDS THAT ANY DAOLABS PARTY IS LIABLE TO YOU (FOR EXAMPLE AND WITHOUT LIMITATION, BECAUSE ANY RELEASE OR WAIVER HEREUNDER IS FOUND TO BE VOID OR OTHERWISE UNENFORCEABLE, OR BECAUSE ANY CLAIMS ARE FOUND TO BE OUTSIDE THE SCOPE OF ANY SUCH RELEASE OR WAIVER), UNDER NO CIRCUMSTANCES WILL ANY OF DAOLABS PARTIES BE LIABLE TO YOU IN THE AGGREGATE FOR MORE THAN THE AMOUNT YOU HAVE PAID THE **DAOLABS DIRECTLY ARISING FROM YOUR CONTRIBUTION TO DAOLABS** IN THE THIRTY (30) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM, WHETHER SUCH LIABILITY IS BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

We do not guarantee that the Site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programs and platform in order to access the Site. You should use your own virus protection software.

We cannot promise that the use of the Site or any



WE CANNOT PROMISE THAT THE USE OF THE SITE OR ANY content taken from the Site, will not infringe the rights of any third party.

Certain content and materials available on the Site are for informational purposes only and are not intended to address your particular requirements. In particular, the content and materials available on the Site do not constitute any form of advice or recommendation by us, should not be regarded as an offer, solicitation, invitation or recommendation to buy or sell investments, securities or any other financial services and are not intended to be relied upon by you in making any specific investment or other decisions. We recommend that you seek independent advice from your own financial advisors and legal counsel before making any such decision.

Nothing included in the Site constitutes an offer or solicitation to sell, or distribution of, investments and related services by DAOLABS to anyone in any jurisdiction.

You may only participate with Smart Contracts on the Site by linking your Cryptocurrency Wallet on supported bridge extensions such as MetaMask (currently available at <https://metamask.io/>). MetaMask is an electronic wallet that allows you to purchase, store, and engage in transactions using Ethereum cryptocurrency. Before putting your Cryptocurrency Asset into a Smart Contract, you will be required to download a supported electronic wallet extension and connect and unlock your Cryptocurrency Wallet with that extension.

ALL TRANSACTIONS INITIATED THROUGH OUR SERVICE ARE FACILITATED AND RUN BY THIRD-PARTY ELECTRONIC WALLET EXTENSIONS, AND BY USING OUR SERVICES YOU AGREE THAT YOU ARE GOVERNED BY THE TERMS OF SERVICE AND PRIVACY POLICY FOR THE APPLICABLE EXTENSIONS. FOR METAMASK, THOSE TERMS ARE AVAILABLE AT <https://metamask.io/terms.html> AND <https://metamask.io/privacy.html>.

13. Indemnification.

You agree to indemnify and hold DAOLABS and its parents, subsidiaries, affiliates, officers, employees, agents, partners, suppliers, and

licensors (each, a "DAOLABS Party" and collectively, the "DAOLABS Parties") harmless from any losses, costs, liabilities, and expenses

(including reasonable attorneys' fees) relating to or arising out of any and all of the following:

(a) Your Content; (b) your use of, or inability to use, any DAOLABS Property; (c) your violation of the Agreement; (d) your violation of any rights of another party, including any Registered Users; or (e) your violation of any applicable laws, rules, or regulations. DAOLABS reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with DAOLABS in asserting any available defenses. This provision does not require you to indemnify any of DAOLABS Parties for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation, or concealment, or suppression or omission of any material fact in connection with the Website or any Services provided hereunder. You agree that the provisions in this section will survive any termination of your Account, the Agreement, and/or your access to DAOLABS Properties.

14. Arbitration.

Informal Negotiations. To expedite resolution and control the cost of any dispute, controversy or claim arising under or related to your account, DAOLABS protocol or Application, the Site, these Terms, or any other transaction involving you and DAOLABS, whether in contract, warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis (or the breach, termination, enforcement, interpretation or validity thereof) ("**Dispute**"), you and DAOLABS agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least ninety (90) days before initiating any arbitration. Such informal negotiations commence upon written notice from one person to the other. You should send your notice in an appropriate Discord channel via <https://discord.gg/movexyz> or via a message on <https://chat.blockscan.com> addressed to DAOLABS' Gnosis multi-signature



address 0x143c0A996De329C1C5723Ee4F15D2a40c1203c6
or using the above emails

0x3fa802d55c2eaebe6333e217323e7f07a2ca92b4@ethereu
m.email or
0x752515a3a1091b9f1c04416cf79d1f14d2340085@ethereu
m.email@ethereum.email ("**Notice Address**"). DAOLABS
will send its notice to you by the Discord handle
provided by you in connection with the
aforementioned notice or to the Cryptographic
address used in connection with the Application
via the aforementioned
<https://chat.blockscan.com/>.

Binding Arbitration. If you and DAOLABS are unable
to resolve a Dispute through informal
negotiations, either you or DAOLABS may elect to
have the Dispute (except those Disputes expressly
excluded below) finally and exclusively resolved
by confidential binding arbitration, and not in a
class, representative or consolidated action or
proceeding. In such event, these Terms memorialize
a transaction in interstate commerce; (i) the
Federal Arbitration Act (9 U.S.C. § 1, et seq.)
governs the interpretation and enforcement of this
Section; and (ii) this Section shall survive
termination of these Terms.

Any election to arbitrate by one party shall be
final and binding on the other, and your grounds
for appeal are limited. YOU UNDERSTAND THAT ABSENT
THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN
COURT AND HAVE A JURY TRIAL. The arbitrator may
award you the same damages and relief as a court
sitting in proper jurisdiction could, and may
award declaratory or injunctive relief. In
addition, in some instances, the costs of
arbitration could exceed the costs of litigation
and the right to discovery may be more limited in
arbitration than in court. The arbitration shall
be commenced and conducted under the Commercial
Arbitration Rules of the American Arbitration
Association ("AAA") and, where appropriate, the
AAA's Supplementary Procedures for Consumer
Related Disputes ("AAA Consumer Rules"), both of
which are available at the AAA website. The
determination of whether a Dispute is subject to
arbitration shall be governed by the Federal
Arbitration Act. The parties agree that the

arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, you will pay all arbitration fees and expenses. The arbitration may be conducted, at the option of the claimant, either in person or by video conference. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged within a reasonable period of time (not to exceed 30 days) if the arbitrator fails to do so. Except as otherwise provided in this Agreement, you and DAOLABS may litigate in court to compel arbitration, stay proceedings pending arbitration or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. Judgment upon any award rendered by the arbitrator(s) may be entered and enforcement obtained thereon in any court having jurisdiction. All arbitration proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. Each party shall have the right to participate by video conference in order to minimize travel and expense burdens. Subject to the terms and conditions of these Terms, the arbitrator shall have authority to grant any form of appropriate relief, whether legal or equitable in nature, including specific performance.

Restrictions/No Class Actions. You and DAOLABS agree that any claim brought in connection with a Dispute, whether resolved through arbitration or not, will be brought between DAOLABS and you individually, and that you may not assert any such claim against DAOLABS as plaintiff or class Member in any purported class or representative proceeding. To the fullest extent permitted by law, (1) no arbitration shall be joined with any other; (2) no Dispute between you and DAOLABS is to be arbitrated on a class-action basis or will utilize class action procedures; and (3) you may





not bring any Dispute in a purported representative capacity on behalf of the general public, other Users of the Site or any other persons. If this specific provision is determined to be unenforceable, then the entirety of this Arbitration section will be null and void.

Exceptions to Informal Negotiations and

Arbitration. You and DAOLABS agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration:

(1) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or DAOLABS' intellectual property rights; and (2) any claim for injunctive relief.

Effect of Changes on Arbitration. Notwithstanding the provisions of these Terms, if DAOLABS changes any of the terms of this Arbitration section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by electronic mail to the aforementioned Notice Address via <https://chat.blockscan.com/>) within 30 days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of DAOLABS' e-mail to you notifying you of such change (whichever is earlier). By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and DAOLABS in accordance with the terms of this Arbitration section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

Small Claims Court. Notwithstanding the foregoing, you may bring an individual action in the small claims court of your state or municipality if the action is within that court's jurisdiction and is pending only in that court.

Release. You hereby release DAOLABS, affiliates, Service Provider, and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of DAOLABS' DAPP.



including but not limited to, any use of any information, ratings, rankings, scores, tips, or advice Made Available via DAOLABS' DAPP and any reliance thereon, of any kind arising in connection with or as a result of the Agreement or your use of DAOLABS' DAPP. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." The foregoing release does not apply to any claims, demands, or any losses, damages, rights, and actions of any kind, including personal injuries, death, or property damage for any unconscionable commercial practice by a DAOLABS Party or for such party's fraud, deception, falsehood, promise, misrepresentation, or concealment, suppression, or omission of any material fact in connection with the DAPP or DAOLABS' Site or any Services provided hereunder.

15. Governing Law.

These Terms and all aspects of your use of the Site shall be governed by and construed in accordance with the internal laws of the *United States and the State of Delaware* governing contracts entered into and to be fully performed in *Delaware* (i.e., without regard to conflict of law's provisions) regardless of your location except that the Arbitration section above shall be governed by the Federal Arbitration Act. For the purpose of any judicial proceeding to enforce an arbitration award or incidental to such arbitration or to compel arbitration, or if for any reason a claim proceeds in court rather than in arbitration, you hereby submit to the non-exclusive jurisdiction of the state and Federal courts sitting in *Georgetown, Delaware*, and agree that service of process in such arbitration or court proceedings shall be satisfactorily made upon a party if sent by certified, express or registered mail addressed to it at the address set forth in the books and records of DAOLABS, or if no such address has been provided, by e-mail to

the e-mail address, or by notice via Discord, or by the aforementioned chat to the Notice Address

provided by the relevant party to DAOLABS in connection with its use of the Site. With respect to any Disputes not subject to informal dispute resolution or arbitration (as set forth above), you agree not to commence or prosecute any action in connection therewith other than in the state and Federal courts located in *Georgetown, Delaware*, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and Federal courts located in *Georgetown, Delaware*. To the extent non-U.S. laws mandate a different approach with respect to governing law, venue, statute of limitation, and dispute resolution method with respect to certain non-U.S. persons, each such required standard shall be applied, but all other provisions under this section shall remain in full force.

16. General.

If any clause or part of any clause of these Terms is found to be void, unenforceable or invalid, then it will be severed from these Terms, leaving the remainder in full force and effect, provided that the severance has not altered the basic nature of these Terms.

No single or partial exercise, or failure or delay in exercising any right, power or remedy by us shall constitute a waiver by us of, or impair or preclude any further exercise of, that or any right, power or remedy arising under these terms and conditions or otherwise.

If any of the provisions in these Terms are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder shall continue in full force and effect.

DAOLABS shall not be liable for any unforeseeable event beyond its reasonable control not caused by its fault or negligence (each, a “force majeure event”), which causes DAOLABS to be unable to perform its obligations under these Terms, and

which it has been unable to overcome by the exercise of its due diligence, provided that DAOLABS shall use reasonable efforts to avoid or remove such causes of nonperformance, shall suspend performance only for such period of time as is necessary as a result of such force majeure event and shall resume performance as quickly as reasonably possible.

All disclaimers, indemnities and exclusions in these Terms shall survive termination of the Terms and shall continue to apply during any suspension or any period during which the Site is not available for you to use for any reason whatsoever.

These Terms and the documents referred to in them set out the entire agreement between you and us with respect to your use of the Site, DAOLABS and the services provided via the Site and supersede any and all prior or contemporaneous representations, communications or agreements (written or oral) made between you or us.

17. Contacting Us.

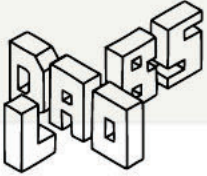
Should you have any question about these Terms, or wish to contact us for any reason whatsoever, please do so by sending a message to DAOLABS' Discord public channels, or by sending a message via <https://chat.blockscan.com/> addressed to the Notice Address
eth:0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6, which has been provided for convenience, or to the above referenced Service Provider notice address.

[1]: Additional domains include: *dao advice.xyz*, *dao advisors.xyz*, *move.xyz*, *movementdao.org*, *movementdao.xyz*, *movementdao.wtf*, *mvmtdao.xyz*, *themovementdao.xyz*, *bannymart.xyz*, *bannyverse.xyz*, *juicebox.beer*, *juicebox.builders*, *juicebox.cafe*, *juicebox.cash*, *juicebox.click*, *juicebox.cash*, *juicebox.coffee*, *juicebox.cool*, *juicebox.directory*, *juicebox.domains*, *juicebox.engineering*, *juicebox.fund*, *juicebox.fyi*, *juicebox.lol*, *juicebox.miami*, *juicebox.monster*, *juicebox.name*, *juicebox.page*, *juicebox.plus*, *juicebox.wtf*, *treasury.wtf*, *treasuries.wtf*, *tilos.wtf*

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LEGAL-TOOLS


DAOLABS

Connect Wallet



Effective Date: September 1, 2022, Last updated:
November 13th, 2022,
0x3fa802d55c2eaebe6333e217323e7f07a2ca92b4@ethereum.email, daolabs.wtf

Document: Website Terms of Service

 This website is available to individuals or projects which use the Juicebox protocol. This Terms of Service is specifically regarding the use of this website.

The following governs your use of all the web pages hosted by daolabs.wtf, and any affiliates or partners owned or managed by DAOLABS (collectively referred to as “DAOLABS”, “Legal Resources”, “we” or the “Site”). By accessing or using the Site, you expressly agree and consent to the following terms and conditions. If you do not accept the following terms and conditions, then do not use this Site.

1. WHO DOES THIS APPLY TO?

This Agreement is applicable to any User who enters the Site. The definition of a “User” is an end-user who either creates a registration on our Site in order to create a form, downloads or prints any information, content, materials or documents (referred to throughout as “Site Content”), whether published by DAOLABS or

1. WHO DOES THIS APPLY TO?
2. WHAT IS YOUR OBLIGATION AS A USER?
3. PENALTIES FOR IMPROPER USE.
4. LICENSE OF SITE CONTENT.
5. WHEN YOU WANT TO UPLOAD/POST OR DISTRIBUTE FORMS AND DOCUMENTS.
6. DAOLABS DOES NOT PROVIDE LEGAL ADVICE.
7. CONTRIBUTIONS OR PAYMENTS.
8. REFUND AND EXCHANGE POLICY.
9. THIRD PARTIES LINKS, PRODUCTS, AND INTEGRATIONS.
10. REPRESENTATIONS AND WARRANTIES.
11. LIABILITY DISCLAIMER.
12. PROPRIETARY RIGHTS.
13. FITNESS FOR USE.
14. BINDING ARBITRATION.
15. MONTHLY SUBSCRIPTIONS (or FREE TRIAL).
16. PRICING CHANGES.
17. GENERAL TERMS.



created by the User or makes use of any of the Site's services. A User also includes anyone who uses any of our products or tools without registering on our Site. These Terms of Use apply to all Site Content and services made available through the Site at any time, including those not available as of the "Effective Date" above.

2. WHAT IS YOUR OBLIGATION AS A USER?

You represent that you are at least 18 years of age and are not prohibited from receiving services under the laws of the applicable jurisdiction. You agree to provide accurate and complete information on the Site's registration form. You acknowledge that DAOLABS owns your account and that you have no ownership rights to your account. You agree to abide by the following rules:

- You agree not to disseminate your user name or password and that you are responsible for maintaining the confidentiality of your user name and password to protect your personal information. Whether you authorize it or not, you are responsible for any and all uses of your registration.
- You agree to notify DAOLABS immediately of any unauthorized use of your registration and password.
- You agree not to present DAOLABS Site Content (or permit Site Content to be presented) in such a way that it appears to be available from a third-party Web site.
- You agree to not delete or revise any material posted by others.
- You agree to not breach or attempt to breach the security measures incorporated in the Site or access data not intended for your use.
- You agree to not log into a server or account which you are not authorized to use.
- You agree that you will not use the Site to advertise or offer to sell or buy any goods or services.
- You agree to not use the Site for any unlawful purpose or in any manner that would

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violate international, federal, or local laws or regulations.

- You agree not to interfere with the service to any User, host, or network.
- You agree not to modify, reverse engineer, decompile, translate or disassemble any portion of the Site. • You agree not to forge any TCP/IP packet header or any part of the header information in any e-mail or posting.
- You agree to access the Site only through the interfaces provided by the Site using a web browser.- - You agree to not use the software, devices, script robots, other means or processes to access, "scrape," "crawl," or "spider" any web pages or other services contained in or on the Site. • You agree to not use or copy information, content or any data you view on and/or obtain from the Site to provide any service that is competitive with the Site.
- You agree to report inappropriate postings or conduct to DAOLABS.
- You agree to not
 - (i) copy, print (except for the express limited purpose permitted), republish, display, distribute, transmit, sell, rent, lease, loan or otherwise make available in any form or by any means all or any portion of the Site or any Site Content retrieved therefrom without DAOLABS' express written permission;
 - (ii) use the Site or any materials obtained from the Site to develop or as a component of, any information, storage and retrieval system, database, information base, or similar resource (in any media now existing or hereafter developed), that is offered for commercial distribution of any kind, including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism.



To the extent you use or obtain a contract, application, agreement, or other Site Content from DAOLABS, its licensors, or the Site, all such information is intended by DAOLABS for personal use by individual consumers only.



3. PENALTIES FOR IMPROPER USE.

Your violation of any of these Rules may result in civil or criminal liability. DAOLABS will investigate occurrences relating to such violations and may involve and cooperate with law enforcement authorities in prosecuting Users involved in such violations. If DAOLABS determines you misled DAOLABS or violated these rules or the Terms of Use, we reserve the right to terminate this Agreement and your use of the Site. DAOLABS is under no obligation to monitor the conduct of its Users, but it may investigate and respond when violations are reported. It is your responsibility to ensure that your use of the Site complies with these Terms of Use and all applicable laws.

4. LICENSE OF SITE CONTENT.

DAOLABS grants you a non-exclusive, non-transferable, revocable license to:

- access and use the Site strictly in accordance with this Agreement;
- use the Site solely for personal, non-commercial uses;
- share your content with friends, relatives and trusted advisors for the purpose of assisting you with your personal
- print information from the Site solely for personal, non-commercial purposes maintaining all copyright and other policies contained therein.

5. WHEN YOU WANT TO UPLOAD/POST OR DISTRIBUTE FORMS AND DOCUMENTS.

Your submission of information to the Site, including the uploading of Documents is also

governed by DAOLABS' Privacy Policy, the terms of which are fully incorporated by reference herein. You agree that you are solely responsible for the content of any Document you post to the Site and any consequences arising from such posting. In order to maintain Site integrity and a positive Site experience for all, the following rules apply:



Your Documents may not contain:

- (i) confidential or private information belonging to others;
- (ii) material that infringes on intellectual property rights, or violates the privacy or publicity rights of others;
- (iii) anything sexually explicit, obscene, libelous, defamatory, threatening, harassing, abusive, or hateful;
- (iv) anything offensive to another person or entity;
- (v) anything that may give rise to criminal or civil liability,
- (vi) anything providing instructional information about illegal activities;
- (vii) any computer code, file, or program that is harmful or invasive or may damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment; or
- (viii) any unauthorized advertising, promotional material, "junk mail," "spam," "chain letter," "pyramid scheme" or investment opportunity, or any other form of solicitation.

You may not use your Documents to:

- (i) impersonate another person, living or dead;
- (ii) post false, inaccurate or misleading information;
- (iii) post advertisements;
- (iv) post chain letters or pyramid schemes;
- (v) post opinions or notices, commercial or otherwise; or
- (vi) restrict the ability of any other

(vi) restrict the ability of any user or person to use the Site.



If you have an idea or information that you want to remain confidential or do not want others to use, or that is subject to third party rights that may be infringed by your sharing it, do not post it to any portion of the DAOLABS' Site or to any other site through DAOLABS.

DAOLABS IS NOT RESPONSIBLE FOR A USER'S MISUSE OR MISAPPROPRIATION OF ANY CONTENT OR INFORMATION POSTED ON OR THROUGH OUR SITE.

DAOLABS has no obligation to review Documents posted on the Site, but it may do so in its sole discretion. Documents found to violate these Terms of Use may be removed at DAOLABS' sole discretion and may result in DAOLABS terminating your use of the Site or our services.

Special Terms Related To Profiles and Documents:

As part of the services offered on our Site, DAOLABS permits the creation of an electronic profile for individuals who register for the Site ("Profiles"). These profiles may include graphics, images, text, or data. DAOLABS does not screen or review any of the User-posted/uploaded materials to determine suitability for any purpose. In addition, DAOLABS shall not be considered an agent for anyone submitting a Document or other materials through the Site or any company that may view a person's Document or materials through the Site. Nothing herein shall be construed to create an employer-employee, agency, or other relationship between DAOLABS and any individual or entity. DAOLABS has no responsibility for, control over or liability related to anyone using this Site or any Document posted or uploaded to the Site. The Site is merely a venue for Users to create and edit Documents and for others to view Documents when the User provides permission. DAOLABS does not review, screen, edit or monitor the Documents posted on our Site or make any judgments about or selections of Documents or individuals. DAOLABS is not a party to any transaction between Users through the Site and has no control over the Documents or the quality, truth, accuracy,

reliability, completeness, or timeliness of such materials. DAOLABS makes no representations or

warranties about any material Users post on our Site.

6. DAOLABS DOES NOT PROVIDE LEGAL ADVICE.

DAOLABS is not a law firm. By using this Site, you acknowledge and agree that DAOLABS and its affiliates are not providing legal advice or acting as your attorney, and you assume full responsibility for any consequences and costs associated with your use of this Site and as it relates to your legal matters. No attorney-client relationship or privilege is created with DAOLABS. DAOLABS strives to keep its legal documents accurate, current, and up-to-date. However, because the law changes rapidly, DAOLABS cannot guarantee that all of the information on the Site or downloadable documentation is completely current. The law is different from jurisdiction to jurisdiction and may be subject to interpretation by different courts. The law is a personal matter, and no general information or legal tool like the kind DAOLABS provides can fit every circumstance. Furthermore, the legal information contained on the Site or downloadable documentation is not legal advice and is not guaranteed to be correct, complete, or up-to-date. Therefore, if you need legal advice for your specific problem, or if your specific problem is too complex to be addressed by our tools, you should consult a licensed attorney in your area. **If prior to your payment, you believe that DAOLABS is giving you any legal advice, opinion or recommendation about your legal rights, remedies, defenses, options, selection of forms or strategies, you will not proceed with a payment, and any payment that you do make will be null and void.** DAOLABS is not a party to any agreement that you enter into as a result of the use of any Document that you create, use, or download from the Site. Use of the Site and any Document does not constitute an attorney-client relationship, joint venture, or partnership between DAOLABS and any User or third party.





7. CONTRIBUTIONS OR PAYMENTS.

Use of the DAOLABS services is free for individuals or Cryptographic Addresses related to the Juicebox Protocol. Individuals who have created a Juicebox Project, or are related to a Payout Address, Reserved Rate Address shall be given access to the DAOLABS Legal Resources services.

At this time separate payment or billing is not an option, however, they may be added in the future. The following section relates to our agreement as it relates to any future payment or billing services.

In order to use our services that have fees associated with them, you must provide accurate billing and payment information. You agree to pay DAOLABS for all charges incurred as a result of your use of the Site, including all applicable taxes, fees, and surcharges. You authorize DAOLABS to bill your designated payment method for such charges. If DAOLABS, for any reason, does not receive payment from your designated payment method, you agree to pay all amounts due upon demand by DAOLABS or its vendor. Every time you use the Site, you reaffirm that

- *(i) DAOLABS (or its billing agent) is authorized to bill your chosen payment method;*
- *(ii) DAOLABS may submit charges incurred under your account for payment; and*
- *(iii) you will be responsible for such charges.*

DAOLABS may use a domestic or an international third-party payment service, the latter of which could result in international transaction fees billed to your credit card, (collectively, the "Payment Service"), to collect payments for all fees. Any international transaction fees that you may incur are charged by your bank and not by DAOLABS. All questions concerning such fees should be directed towards your bank. Any information you provide us in connection with the payment that we provide to the Payment Service will be subject to the Payment Service's user

will be subject to the Payment Service's agreement and privacy policy, not this Agreement or our Privacy Policy. You acknowledge and agree

that DAOLABS is not liable for the Payment Service's services, its site, or any acts or omissions of the Payment Service.

The Price and availability of any product or service offered through the Site are subject to change without notice. Refunds and exchanges will be subject to DAOLABS' refund and exchange policies then in effect. You agree to pay all charges incurred by you or on your behalf through the Site, at the price(s) in effect when such charges are incurred, including without limitation, any applicable taxes.

8. REFUND AND EXCHANGE POLICY.

DAOLABS currently does not offer refunds or exchanges for any of its services. DAOLABS reserves the right to change this policy at any time. For specific questions regarding our refund and exchange policy, please contact us at mdaolabs.xyz or 0x3fa802d55c2eaebe6333e217323e7f07a2ca92b40@ethereum.email

9. THIRD PARTIES LINKS, PRODUCTS, AND INTEGRATIONS.

Third parties may offer or provide materials through the pages on our Site. You also may obtain access to other sites on the Internet through the pages on our Site. By providing this service, DAOLABS is not undertaking any responsibility or liability for information or publications of third parties on the Internet even if you access them through these pages. The use of these third-party services/ add-ons require customers to agree to additional terms and conditions. Your dealings with, or participation in promotions of, advertisers found on or through the Site, including payment and delivery of related goods or services and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and that third party.

are solely between you and that third party.

DAOLABS is not responsible in any way for customer's data once it is transmitted, copied,

or removed from our site by the customer or under direction or control of the customer. DAOLABS does not warrant or support any third-party content or services, you agree that DAOLABS shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third parties' links and/or ads or third party products and services on the Site and DAOLABS expressly disclaims any responsibility or liability for any material communicated by third parties through these pages or for any claims, damages or losses resulting from the use thereof. We and/or third-parties may make available through the Site message boards, chat functionality and comment features to which you are able to post information and materials (each, a "Forum").

PLEASE BE AWARE THAT SUCH FORUMS MAY BE PROVIDED BY A THIRD PARTY, AND MAY BE SUBJECT TO THE TERMS AND CONDITIONS OF SUCH THIRD PARTY AS WELL AS THIS AGREEMENT

DAOLABS does not warrant or support any third-party content or services and disclaims all liability for these items and their access to DAOLABS services, including their modification, deletion, or collection of customer data.

10. REPRESENTATIONS AND WARRANTIES.

DAOLABS makes no representations or warranties with regard to the Site Content (including, without limitation, third party material) or communications from Customer Service representatives, all of which are provided on an "as is" and/or "as available" basis. DAOLABS hereby disclaims all warranties, express or implied, including without limitation the implied warranties of merchantability and fitness for a particular purpose. DAOLABS makes no representations or warranties that the services provided by the Site or any customer service



representatives will be uninterrupted or error-free, that defects will be corrected, or that the pages or the server that makes them available are free from viruses, worms or other harmful components. If your use of the Site results directly or indirectly in the need for servicing or replacing equipment or data, DAOLABS is not responsible for such costs. DAOLABS also makes no representations or warranties as to whether the information accessible via these pages or customer service representatives, including information posted by Users or third parties, is accurate, complete, current, reliable or truthful. DAOLABS assumes no responsibility for the timeliness, deletion, mis-delivery, or failure to store any User communications or personalization settings. Nothing on the Site shall be considered an endorsement, representation, or warranty with respect to any User or third-party, any website, product, service, experience, recruiting, hiring, or otherwise. No advice or information obtained by any User from DAOLABS or its personnel shall create any warranty not expressly provided for in this Agreement. You agree that any reliance on materials/information posted by Users or on any other form of communication with Users will be at your own risk. DAOLABS acts as, among other things, a portal for the online distribution and publication of User submitted information and has no obligation to screen communications or information in advance and is not responsible for screening or monitoring User posted material or information, although it reserves the right to do so. DAOLABS makes no representations or guarantees regarding the effectiveness or timeliness of the Site Content in meeting objectives of Users. DAOLABS does not guarantee that Documents created, checked or reviewed using the Site, Documents written by DAOLABS or materials posted by Users will result in an agreement, contract or successful application, for whatever reason made, made by any User or third party. You hereby represent and warrant that you

- (i) are using the Site Content solely for your own personal use and not for any business or research purpose;



- (ii) are not a human resource specialist, researcher, hiring manager or another similar employee of a business or organization that is accessing employment hiring or firing Site Content for use in your job duties or for the benefit of your employer or organization;
- (iii) will not use the Site Content for commercial purposes and will not aggregate, redistribute or otherwise transmit the Site Content to any other individual or entity; and
- (iv) will not use (or plan, encourage or help others to use) the Site for any purpose or in any manner that is prohibited by this Terms of Use Agreement or by applicable law.



11. LIABILITY DISCLAIMER.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT DAOLABS AND ITS PARENT, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THESE PAGES, SERVICES, AND SITE CONTENT SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA (INCLUDING, WITHOUT LIMITATION, ANY DOCUMENTS WRITTEN OR CREATED BY DAOLABS, AND ANY OTHER USER INFORMATION PROVIDED IN CONNECTION THEREWITH) OR OTHER INTANGIBLE LOSSES (EVEN IF DAOLABS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE SITE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITE; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR (e) ANY OTHER MATTER RELATING TO THE SITE OR THE SITE CONTENT. DAOLABS RESERVES THE RIGHT AT ANY TIME TO MODIFY OR DISCONTINUE, TEMPORARILY OR PERMANENTLY, THE SITE (OR ANY PART THEREOF) WITH OR WITHOUT NOTICE. YOU AGREE THAT DAOLABS SHALL NOT BE

LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY MODIFICATION, SUSPENSION OR DISCONTINUANCE OF THE SITE. IF ANY LIMITATIONS ARE HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN DAOLABS'S MAXIMUM LIABILITY TO YOU FOR ANY NON-DIRECT TYPE OF DAMAGES SHALL BE LIMITED TO U.S. \$50.00 IN THE AGGREGATE. IN NO EVENT SHALL DAOLABS (ITS PARENT, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THESE PAGES), BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS IN THE AGGREGATE OF U.S. \$50.00 OR FIVE TIMES THE AMOUNT OF YOUR MOST RECENT MONTHLY PAYMENT (IN THE EVENT YOU ARE A PAYING SUBSCRIBER), WHICHEVER IS LESS. IF ANY PART OF THE EXCLUSIONS OF DAMAGES OR LIMITATIONS OF LIABILITY SET FORTH HEREIN IS UNENFORCEABLE UNDER APPLICABLE LAW, DAOLABS'S AGGREGATE LIABILITY RELATED THERETO WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. DAOLABS CANNOT AND DOES NOT CHECK EACH USER'S IDENTITY. WE ARE NOT INVOLVED IN USER-TO-USER DEALINGS NOR DO WE CONTROL THE BEHAVIOR OF PARTICIPANTS ON ANY SITE. THEREFORE, IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE USERS, YOU RELEASE DAOLABS (AND OUR AGENTS AND EMPLOYEES) FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL AND DIRECT AND INDIRECT) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

12. PROPRIETARY RIGHTS.

The Site and all rights, title, and interest in and to the Site is the sole property of DAOLABS and/or its Affiliates or licensors, and is protected by U.S. copyright and international treaties. " DAOLABS " and the DAOLABS design logo





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such Submission through the Site complies with all applicable laws, rules, and regulations. You acknowledge that you are solely responsible for verifying any and all information contained in any Submission, including, without limitation, confirming your own data, terms, or language, and that DAOLABS is not responsible for correcting any information provided to any third party. You further irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding each Submission that you may have under any applicable law under any legal theory. If you have a good faith belief that materials available on the Site infringe your copyright, send DAOLABS a notice requesting that we remove the material or block access to it and we will investigate the claim and inform you of the results.



13. FITNESS FOR USE.

DAOLABS makes no representation as to appropriateness or availability for use of any of its Site Content in any particular location. Those who choose to access these pages do so on their own initiative and are solely responsible for compliance with local laws.

14. BINDING ARBITRATION.

THIS SECTION PROVIDES FOR RESOLUTION OF DISPUTES THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY.

If any dispute arises, you must first contact DAOLABS by e-mail at info@daolabs.wtf, so that we can endeavor to resolve the issue. In the event that we cannot resolve a dispute within thirty (30) days of notification, then all disputes arising under or relating to this Agreement shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes ("Supplementary Procedures") as it may be amended from time to time.

15. MONTHLY SUBSCRIPTIONS (or FREE TRIAL).

Pricing for DAOLABS Legal Resources has not been determined. While the services are currently free, they may change in the future. At this time access and use to this website is limited to individuals who have created a Juicebox project, thus access to the site may be limited to wallets or individuals who are associated with a Juicebox project either as a project owner or project member.



16. PRICING CHANGES.

Effective: August 22, 2022, DAOLABS published pricing or restrictions of the following products: Subscription: Juicebox Protocol project with 5 ETH

A grace period of 90 days after the effective date will be provided to all individuals regardless of ownership of a Juicebox project NFT.

DAOLABS shall have the right to increase prices from time to time. Any such price change shall not apply to subscriptions or purchases submitted before August 22, 2019, unless the User stops for any reason making payments after August 22, 2019. DAOLABS will notify the User (not applicable to PayPal customers) to remind him or her to make the respective payments. If User declines to make such payments, User will no longer have the right to remain with the price made available to User before August 22, 2019, and will be subject to the new pricing structure. For Users that have registered using 3rd party payment facilitator, please refer to those Legal Agreements for the 3rd party Services.

17. GENERAL TERMS.

- **Entire Agreement.** This Terms of Use Agreement constitutes the full agreement between you and DAOLABS and governs your use of the Site, superseding any prior agreements between you and DAOLABS with

respect to the Site.

- **User Remedies.** You acknowledge that, except as expressly provided elsewhere in this Agreement, your only right with respect to any dissatisfaction with any modification or discontinuation of service made by DAOLABS or any policies or practices in providing this Site or our products, including without limitation any change in content or any change in the amount or type of fees or charges associated with our products, is to cancel your subscription or user account, as applicable. In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the DAOLABS' services.
- **Choice of Law and Forum.** The Terms of Use and the relationship between you and DAOLABS shall be governed by the laws of the State of Washington without regard to its conflict of law provisions. You and DAOLABS agree to submit to the personal and exclusive jurisdiction of the courts located within the county of King, Washington. You agree to defend, indemnify, and hold harmless DAOLABS (and its officers, directors, employees, and agents) from and against any third-party claims, actions or demands (including, without limitation, costs, damages, and reasonable legal and accounting fees) alleging or resulting from or in connection with your use of the Site.
- **Waiver and Severability of Terms.** The failure of DAOLABS to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. In the event that any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use shall remain in full force and effect.
- **Statute of Limitations.** You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site

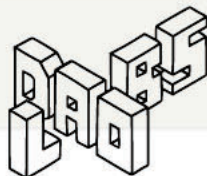


or the Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred. DAOLABS reserves the right to update or amend these Terms of Use at any time without notice.

- **Term and Termination.** This Agreement is effective until terminated. DAOLABS, at its sole discretion, may terminate your access to or use of the Site, at any time and for any reason. Such termination, including deactivation or deletion of your password and user name, and all related information and files associated with it may happen without prior notice. DAOLABS is not liable to you or any third party for any termination of your access to the Site or to any such information or files and shall not be required to make such information or files available to you.
- **For purposes of service messages and notices about the services to you, notice shall consist of an e-mail from DAOLABS to the e-mail address associated with your account, regardless of any other information we may have. DAOLABS shall have no liability associated with your failure to maintain accurate contact information.**
- **Customer Service.** No customer service representatives used by DAOLABS are permitted to bind the company or contravene this Terms of Use Agreement. In addition, DAOLABS expressly disclaims any liability for information provided by its customer service representatives to the extent the information is inconsistent with the information set forth herein.
- **Section Titles.** Section titles in this Terms of Use Agreement are for convenience only and have no legal effect .
- **Privacy Information.** Please review our complete Privacy Policy which is fully incorporated by reference into this Terms of Use Agreement. If you have questions about any of the provisions described above, please contact us at the above e-mail address.



Service




LEGAL-TOOLS

DAOLABS

Connect Wallet



Effective Date: January 1, 2022, Last updated: December 20, 2022,
0x3fa802d55c2eaebe6333e217323e7f07a2ca92b4@ethereum.email, daolabs.wtf Document: Movement GitBook Excerpts.

 The following MOVEMENT GitBook excerpts, published on February 2, 2022, are provided for reference.

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\$MOVE Governance tokens are not to be deemed or interpreted to be representative of any kind of: Currency, legal tender, money or deposit

- Investment (whether secured or unsecured), equity interest, proprietary interest and economic rights
- Equity, debt or hybrid instrument, security collective investment scheme managed fund, financial derivative, futures contract, deposit, commercial paper, negotiable instrument, investment contract, note, bond, warrant, certificate or instrument entitling the holder to interest, dividends or any kind of return nor

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Eligibility

Your Account With Movement

DAO

Intellectual Property

Your Use of Our Services

Limitation of Liability


Warranty Disclaimer

Indemnification (or What


PLAINTIFF0003877

dividends or any kind of return, of 371
any other financial instrument; or...

- Right, title, interest or benefit whatsoever in whole or in part, in any person or property, or any assets

 \$MOVE Governance tokens are not guaranteed or secured by any person, asset or entity in any way. The team is not under any obligation to issue replacement tokens if they are lost, stolen, destroyed, or otherwise inaccessible for any reason.

Id.

 \$MOVE Governance tokens are not guaranteed or secured by any person, asset or entity in any way. The team is not under any obligation to issue replacement tokens if they are lost, stolen, destroyed, or otherwise inaccessible for any reason.

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 \$Movement tokens are not to be deemed or interpreted to be representative of any kind of:

- Currency, legal tender, money or deposit
- Investment (whether secured or unsecured), equity interest, proprietary interest and economic rights
- Equity, debt or hybrid instrument, security collective investment scheme managed fund, financial derivative, futures contract, deposit, commercial paper, negotiable instrument, investment contract, note, bond, warrant, certificate or instrument

Happens If You Get Us Sued)
Time Limitation on Claims
Governing Law
Note to International
Users
Termination
No Waiver
Severability
Mandatory Arbitration &
Waiver of Right to Class
Action
Force Majeure
Entire Agreement



entitling the holder to interest,

dividends or any kind of return, nor any other financial instrument; or...

- right, title, interest or benefit whatsoever in whole or in part, in any person or property, or any assets



\$Movement tokens are not guaranteed or secured by any person, asset or entity in any way. The team is not under any obligation to issue replacement tokens if they are lost, stolen, destroyed, or otherwise inaccessible for any reason.



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Movement DAO Membership

In addition to participating in the community to brainstorm, weed out, and distill the very best \$(Movements), \$MOVE members are responsible for proposing and voting on the following:

1. How the endowment, long term, and short term funds are allocated,
2. Scoping out and executing upon the mission and vision of the DAO,
3. Engage and foster community in both as a steward of the endowment but in the tooling in which the DAO invests its time and energy to enable its members.

Movement DAO membership is required by the communities which use its platform to create \$Movements, is given to individuals who are stewarding its mission and goals, and is available to people who choose to help fund its treasury directly during the initial endowment seed or by acquiring its token on the secondary market.

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Slow Start

Until Movement DAO is able to operate with confidence for some time, the following safe

guards were put into place until the community deems them unnecessary. The safe guards are encoded into the adapters and extension smart contracts.



1. Financial transactions are handled after any votes by an IRL law firm (*dao-lawfirm.eth*) acting as a service provider.
2. DAO founders may elect to operate with a Vetoer role which may veto any pending proposal.*
3. A number of Movement DAO's Gnosis Safe signers are publicly known individuals.**
 - dao-lawfirm, IRL Law Office of Reed Yurchak, was appointed the Service Provider ** dao-lawfirm.eth and tankbottoms.eth

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How do I know the token launch is fair?

Movement DAO cares deeply about building healthy communities. Therefore, an ethical token release is core to our mission. Movement DAO is taking the following steps to ensure a transparent, equitable, and community oriented launch:

1. When transferring tokens from the bonding curve wallet into the movement vault, the community has the right to veto the destination address. Therefore, community funds cannot be moved without community approval.
2. A registered law firm acts as a signatory on the funds wallet. They **therefore owe a fiduciary duty to the movement and will employ their expertise to ensure that no funds are moved in violation of the movement rules and no requests for funding would be indicative of fraudulent activity.**
3. Tokens will not be distributed without community approval. The community will have 72 hours to review the Merkel airdrop list.
4. Funds raised from the movement bonding curve go into an endowment as opposed to a liquid

spending pool. This endowment helps to preserve long term funding for the project.

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Movement DAO has earmarked 5% of tokens for the community and will distribute over **\$1,000,000** in tokens over the first year directly for community contributions.

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Security

Slow Start

Until Movement DAO is able to operate with confidence for some time, the following safe guards were put into place until the community deems them unnecessary. The safe guards are encoded into the adapters and extension smart contracts.

1. Financial transactions are handled after any votes by a IRL law firm acting as a service provider.
2. DAO founders may elect to operate with a Vetoer role which may veto any pending proposal.
3. A number of Movement DAO's Gnosis Safe signers are publicly known individuals.

Vetoer

Until Movement DAO is able to operate with confidence for some time, the following safe guards were put into place until the community deems them unnecessary. The safe guards are encoded into the adapters and extension smart contracts.

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signers are publicly known individuals.

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FAQ



What is an "initiative"?

Initiatives are projects proposed by the movement community. Token holders vote on which initiatives receive funding. Funding is provided by the reserve pool & direct tributes. Funding is distributed incrementally when predetermined milestones are achieved. Initiatives are proposed with those milestones.

What are the differences between \$MOVE and \$(Movement) tokens?

MOVE tokens represent the potential to mint new movements and influence how the entire system is governed. In addition, the MOVE token is the native currency used to purchase movement tokens. Given this powerful utility and the inherent demand for \$MOVE tokens, this token has the potential to appreciate in value over time as the ecosystem grows. The \$MOVE ecosystem also earns movement tokens for each newly minted movement and revenue generated through network activity tributes. Revenue generated through network tribute goes towards the MOVE endowment.

What is a Defi Endowment?

The Defi Endowment is a pool of tokens (both \$MOVE and \$(Movement) tokens) that are owned by the governance DAO. This pool of assets is used to permanently generate income for funding movements and their initiatives. Income is generated through network activity related to trading and swapping of tokens, as well as yield farming of stablecoin assets.

What are the benefits for token holders?

Movement tokens have the potential to accrue value over time, as the price is directly tied to the growth of a movement community. Movement

communities have the flexibility to set their own economic design including variables such as bonding curves, transaction tributes, vesting, and deflation. Movement tokens also represent voting rights for governance and funding initiatives. Like \$MOVE token holders, \$(Movement) token holders are incentivized to take action against malicious actors in their communities.



How are tokens distributed?

Both \$MOVE and \$(Movement) tokens are distributed via a mechanism called a bonding curve. A bonding curve is an encoded formula that determines the price of each incremental token that is minted (purchased) or burned (sold) based on the total supply. Instead of minting a large supply of tokens at the onset of the project, Movement DAO uses this minting and burning mechanism so that these communities are formed, grow and thrive as decentralized communities from the beginning. The bonding curve is not only ideal for ensuring decentralization, fairness, and stability, it is also an important element used for continuous funding for movements.

Why should I trust this platform?

The system is built in a way that designs bad behavior out of the system by using carefully designed incentive systems. First, the use of bonding curve token distribution ensures that the project will be decentralized and community owned from the beginning. The founders tokens will be locked for 6 years from launch, meaning there is no return on investment to the founders until the platform is fully built, operational and successful in its objectives. The system also establishes trust with its community by adopting state of the art mechanism design concepts. We have built this system on the shoulders of giants. Users can rest assured that the underlying code has been audited for functionality and security.

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Token Sale and Use

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Terms of Use

Movement DAO takes the law very seriously. All individuals who engage with the Movement DAO platform should understand the legal disclaimers. Have fun.

Disclaimer

Movement DAO seeks to be as diligent as possible in compiling and updating the information on its website. However, there is no guarantee of the correctness and completeness of the information provided herein. Equally, the DAO does not guarantee that this information is always up-to-date and such information is subject qualify to change without prior notice.

Certain capitalized terms are described in the Glossary and above in the FAQ. The FAQs is a summary based on the information found on this site or provided to the members by the DAO. Members should consult his or her own tax, financial, and legal advisors prior to making any investment in the DAO. Nothing in these FAQs shall be considered to be tax, financial, or legal advice to any member purchasing tokens or otherwise contributing to the DAO. For questions, please reach out to <https://move.xyz>.

Welcome to Movement DAO! Please read these Terms of Use (the "Agreement" or "Terms") carefully, along with any other policies or notices and our Privacy Policy (defined below) located at <https://move.xyz>, as they lay out the rules, terms, and guidelines for you to follow when using and accessing our website or participating in the DAO. This Agreement governs your use of Movement DAO and constitutes a legally binding agreement between each user ("you," "your," or "User") and Movement DAO ("we," "us," or "our"...

We may revise these Terms at any time without notice to you. If you have any questions about these Terms, please contact us at [https://move](https://move.xyz) xyz In order to be a contributor to Movement DAO



or purchase tokens on the DAO, you must register for and maintain an active personal user Services account ("Account"). You must be at least eighteen (18) years of age, or the age of legal majority in your jurisdiction (if different than 18) to obtain an Account, unless a specific Service permits otherwise.



Overview

This section is a brief summary of the highlights of the terms of use of the DAO's website or services. We know that many terms of services can be long and full of confusing language so we have done our best to summarize the Terms in language that you will understand. When you accept this Agreement, you are accepting all of our Terms and not just this section. Simply by browsing the Site, you are agreeing to our Terms, so please read carefully.

Movement DAO is an experimental, novel approach to nonprofits devoted to performing good works and encouraging social justice in today's contemporary society. The DAO is a blockchain-based organization that raises funds through the purchase of tokens that entitles the purchaser, or member, to champion specific nonprofit works or projects and seek additional funding from like-minded individuals. Movement DAO hosts blockchain software as a backend service for customers who set up their own accounts and purchase tokens.

Movement DAO is neither designed to be, nor is it set up to be, an investment vehicle and no jurisdiction has deemed any token produced by Movement DAO to be a "security" as defined by the 1933 Securities and Exchange Act ("The Act"). Movement DAO is specifically designed to take advantage of the benefits of the blockchain and cryptocurrencies to ensure that contributions to nonprofit works will have a larger impact based upon larger financial backing than traditional nonprofit corporations or charities.

How You Accept These Terms

By accessing our site or setting up an account in

any manner, you acknowledge that you have read, understood, and agree to these Terms, as well as the accompanying privacy policy ("Privacy Policy"), which is accessible at <https://move.xyz>.

Note that we reserve the right to modify the Terms at any time in our sole discretion. Any changes to the Terms will be posted on our website at <https://move.xyz> and will become effective immediately upon posting. It is your responsibility to check for updates to these Terms periodically.

Eligibility

You must be at least eighteen (18) years of age, or the age of legal majority in your jurisdiction (if different than eighteen (18) years of age), to contribute to Movement DAO or purchase tokens. In addition the purchase of tokens at this point is limited to those who qualify as "accredited" investors under the Act.

You can only participate in and enjoy the benefits of membership to the extent the laws of your jurisdiction or the laws of the United States do not bar you from doing so. Please make sure these Terms are in compliance with all laws, rules, and regulations that apply to you.

By contributing to Movement DAO or becoming a member of our community, you represent and warrant that you meet all eligibility requirements we outline in these Terms. We always reserve the right to exercise our discretion as we see fit to refuse to allow certain individuals to contribute or become members of the DAO and further we may also change our eligibility criteria at any time.

Your Account With Movement DAO

In order to become a member of our community, you will need to create an Account to be able to purchase tokens as outlined above. In order to create an Account, you will need to provide us with your full name, organization, email address, phone number, billing address and



account login information. In addition, we may collect information regarding other accounts you

choose to link with Movement DAO (e.g., Metamask, Google, etc.).

By creating an Account, here are a few common sense rules and acknowledgements that we ask you comply with and understand:

Be honest with us. Provide accurate information about yourself. It is not copacetic to use false information or impersonate another person or company through your Account. Any failure to provide complete and accurate information can lead to the immediate termination of your Account -- and we do not want to do that!

You are responsible for your Account. You are solely responsible for any activity on your Account or any actions undertaken by your membership in a community. If you are sharing an Account with other people (e.g., if you are representing a business entity or trust), then you will ultimately be responsible for all activity. If you are registering as a business entity, you personally guarantee that you have the authority to agree to the Terms on behalf of the business and must notify us that you are purchasing the tokens on behalf of a business which membership shall be managed by you. Your Account is not transferable. You are solely responsible for any activity on your Account, so it is important to keep your Account password secure. In case of a dispute over the identity of the user, the authorized account holder of the Movement DAO or purchaser of the tokens will be deemed to be the user. "Authorized account holder" of an account is defined as the natural person assigned to the email address associated with the Account.

Be clear about our relationship. Creating an account and purchasing tokens from Movement DAO does not create an agency, partnership, joint venture, employment, or franchisee relationship with the DAO. No confidential, fiduciary, contractually implied, or other relationship is created with the DAO other than pursuant to these Terms. You will become a member of the community



and enjoy all of the rights and benefits of membership as outlined above.

Passwords. You are responsible for safeguarding the password that you use to access Movement DAO or any wallet designed to hold any tokens purchased through the DAO. We encourage you to use “strong” passwords with your Account.

Emails. By creating an Account, you agree that you may receive communications from Movement DAO, such as newsletters, special offers, and account reminders and updates. You will also receive emails or communications designed to update you on any project or movement that you have indicated interests you and in which you wish to participate.

Impersonation. If someone has created an account in which he or she pretends to be you, and you send us a request to take down that account, please be sure that you have included the email address of the fake account. You agree to: (a) immediately notify us upon becoming aware of any unauthorized use of your password or Account or any other breach of security; and (b) ensure that you exit from your Account at the end of each session when using Movement DAO.

We will not be liable for any loss or damage arising from your failure to comply with this section of the Terms.

Intellectual Property

Movement DAO contains material, trademarks, and other proprietary information, including but not limited to text, software, photos, and graphics, and may in the future include video, graphics, music, and sound (“Content”), which is protected by copyright law, unregistered trademarks, database rights, and other intellectual property rights. Unless otherwise provided, we exclusively own the Content and your membership in a community of the DAO does not grant you any right, title, or interest in or to the Content.

Your Use of Our Services

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You are responsible for all of your activity in connection with Movement DAO and for any use of your Movement DAO Account or use of the tokens.

When using your membership in accordance with these Terms, we grant you a limited, personal, non-commercial, non-exclusive, non-transferable, non-assignable, and revocable license to use Movement DAO and its name, resources and services. When using the rights of your membership, we ask that you abide by some common sense ground rules:

Don't Use Your Membership to Break the Law or Sponsor Movements that are Illegal. You agree that you will not violate any laws when associated with Movement DAO. This includes any local, provincial, state, federal, national, or international laws or regulations that may apply to you.

Don't Try To Harm Our System. You agree not to distribute any virus, worm, Trojan horse, or other harmful computer virus or malicious code through Movement DAO. You also agree to not take any action that may impose an unreasonable or disproportionately large load on our infrastructure.

Don't Attempt to Circumvent Our Security. You agree not to bypass, circumvent, or attempt to bypass or circumvent any measures we may use to prevent or restrict access to Movement DAO, including without limitation other accounts, computer systems, or networks or virtual networks connected to Movement DAO.

Respect our Service. Do not take any action that: (i) interferes or attempts to interfere with the proper working of Movement DAO; (ii) circumvents any security-related features of Movement DAO; (iii) recruits or otherwise solicits any member of Movement DAO to participate in or fund projects promoted by or recommended by the DAO; or, (iv) use your membership in any way that harms the reputation or goals of Movement DAO.

Use of Cryptocurrency. You represent and warrant that any cryptocurrency transfer that you make through Movement DAO is legal in your jurisdiction. We will not be held liable for any



loss or damages due to your non-compliance. All cryptocurrency transfers are made voluntarily and at your sole discretion, and you realize all risks of using cryptocurrency and blockchain technology, which are generally understood and recognized in accordance with the warnings of the financial regulators of countries across the world, as well as the risks specified in this Agreement. Movement DAO is not responsible for any cryptocurrency that may be lost through the process of smart contract execution or due to the volatility of cryptocurrencies on the market.



Any use of Movement DAO, its resources or tokens, other than as specifically authorized in these Terms, without our prior written permission, is strictly prohibited and will terminate your right to membership or continued participation in Movement DAO.

License You Grant to Us Over Member Content. Any content that you produce or provide to Movement DAO or its movements, including any recommendation for movements or projects, advertising or promotion of any project, will be owned by you. We do not own any of your content. However, by providing content to us, you implicitly give permission and grant us a license to use it as we deem necessary to support any project or to the benefit of the community.

When you submit code, post, or otherwise direct communications to Movement DAO (through the use of the Site, or via a phone call, email, Discord, Slack message, etc., with us) you give us a worldwide, non-exclusive, royalty-free license to modify, use, adapt, copy, reproduce, modify and publish your User Content. You agree that this license includes the right for us to use your User Content for promotion or advertising purposes and to improve the Site. You agree that the User Content is non-confidential and that we have the right to unrestricted use for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

In uploading any work through our Services as User Content, you authorize other members who have access to that Service to make personal and customary use of the work and acknowledge that it

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may not be protected by copyright.



Permission to Use Your Content. You retain all ownership rights (to the extent there is any) in any User Content that you provide to Movement DAO to submit, post, or display on or through the Movement DAO. However, by submitting any User Content, you hereby grant us a universal, irrevocable, perpetual, non-exclusive, transferable, royalty-free license to use, view, copy, adapt, modify, distribute, license (including under an open source license), sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such User Content, in full or in part, in connection with Movement DAO or its projects or movements, subject to the terms of our Privacy Policy. Note that this means that we may use any published listings for commercial means and may sell or exchange information (except personal information pursuant to our Privacy Policy) with third parties.

Responsibility for Your Content. You should only provide Content that you have the right to share and are comfortable sharing with others under this Agreement. You are proscribed from uploading, posting, or otherwise transmitting any User Content to, or through, Movement DAO including the suggestion of any project or movement or content in support of a project or movement that infringes, misappropriates, or otherwise violates any copyright, trademark, or other intellectual property right, right of privacy, right of publicity, or any other right of any entity or person, or that is unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane, or that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law or Movement DAO rule or policy. If you do so, we reserve the right to remove any and all of your User Content from our site or material provided to our members at any time in our sole discretion. Moreover, you warrant that you have all rights, licenses, consents, permissions and authority necessary to

grant the rights granted herein for any Content submitted or posted on the Movement DAO. You specifically represent and warrant that such Content will not contain material subject to copyright or other proprietary rights, unless you possess legal entitlement to that material and the authority to grant the license described above.



Approval of Content. We do not verify or pre-approve any posted User Content, and material in the form of opinions and we specifically state that any opinion published or otherwise provided by a member is not adopted by the DAO nor the opinion of Movement DAO. Warranty & Limitation of Liability (or The Things You Cannot Sue Us For)

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR ANY OF OUR OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, SERVANTS, COUNSEL, EMPLOYEES, CONSULTANTS, LAWYERS, AND OTHER PERSONNEL AUTHORIZED TO ACT, ACTING, OR PURPORTING TO ACT ON OUR BEHALF (COLLECTIVELY THE "MOVEMENT DAO") BE LIABLE TO YOU UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: (A) ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, OR CONSEQUENTIAL DAMAGES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED) OF ANY KIND WHATSOEVER RESULTING FROM: (I) YOUR MEMBERSHIP IN MOVEMENT DAO; (II) ANY MONETARY LOSS YOU ASSOCIATE WITH THE PURCHASE OF ANY TOKENS ASSOCIATED WITH MOVEMENT DAO; (III) ANY LOSS YOU ASSOCIATE WITH A PROJECT OR MOVEMENT IN WHICH YOU PARTICIPATE OR CONTRIBUTE THE BACKING OF YOUR TOKENS.

THESE LIMITATIONS APPLY REGARDLESS OF LEGAL THEORY, WHETHER BASED ON TORT, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR
LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR

INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY
NOT APPLY TO YOU.

Warranty Disclaimer

****MOVEMENT DAO MAKES NO WARRANTY OF SUCCESS OF
ANY PROJECT OR MOVEMENT NOR DOES IT MAKE
REPRESENTATION OR WARRANTY REGARDING THE WORTH OR
VALUE OF ANY TOKEN PURCHASED IN SUPPORT OF A
PROJECT OR MOVEMENT. THE MEMBER AGREES THAT HE OR
SHE ACCEPTS ALL RISK OF LOSS FOR ANY TOKEN
PURCHASED THROUGH MOVEMENT DAO AND THAT NO
REPRESENTATION REGARDING THE FUTURE VALUE OF ANY
TOKEN HAS BEEN PROVIDED TO ANY MEMBER OF THE DAO.
SOME STATES DO NOT ALLOW THE DISCLAIMER OF
IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS
MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU
SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER
LEGAL RIGHTS THAT VARY FROM STATE TO STATE.**

Indemnification (or What Happens If You Get Us Sued)

To the extent permitted by applicable law, you
agree to defend, indemnify, and hold harmless the
Movement DAO from and against any and all claims,
damages, obligations, losses, liabilities, costs
or debt, and expenses (including but not limited
to attorneys' fees) arising from: (i) any action
taken by you while a member that causes harm;
(ii) any User Content you post, program, upload,
use, distribute, store, or otherwise transmit
through the Site or in conjunction with any
project or movement associated with Movement DAO;
(iii) your violation of any term of this
Agreement; or, (iv) your violation of any law,
rule, or regulation, or the rights of any third
party.

Time Limitation on Claims

You agree that any claim you may have arising out
of or related to your relationship with us must
be filed within one (1) year after such claim
arose where, for purposes of this section, the
time that the injury or harm occurred – not when

TIME THAT THE INJURY OR HARM OCCURRED OF 371
it was discovered thereafter – is where it arose;
otherwise, your claim is permanently barred.

Governing Law

No matter where you are located, the laws of the State of Florida will govern these Terms and the parties' relationship as if you signed these Terms in Florida, without regard to Florida state's conflicts of laws rules. If any provisions of these Terms are inconsistent with any applicable law, those provisions will be superseded or modified only to the extent such provisions are inconsistent. The parties agree to submit to the federal or state courts in Miami Dade County, Florida, for exclusive jurisdiction of any dispute arising out of or related to your use of the Services or your breach of these Terms. You waive any objection based on lack of personal jurisdiction place of residence improper venue or forum non conveniens in any such action

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

Note to International Users

Movement DAO is based in the United States, but will have international reach. If you are a user accessing the Site from the European Union, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure that differ from United States laws, please be advised that through your continued use of the Site, which is governed by United States law, you are transferring your personal information to the United States and you consent to that transfer.

Termination

We reserve the right to terminate your membership for misconduct or conduct detrimental to the community upon vote by the community. Termination of membership removes the right to vote on any



action of any movement, suggest movements, make recommendations or suggestions to any movement, but it does not deprive the member of his or her tokens. That member shall still be allowed to sell the tokens, at his or her discretion, on the bonding curve, as outlined above.



No Waiver

Our failure to exercise, or delay in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof.

Severability

If it turns out that any term or provision of this Agreement is invalid, void, or, for any reason, unenforceable, such term or provision will be deemed severable and limited or eliminated to the minimum extent necessary. The limitation or elimination of this term or provision will not affect any other terms of this Agreement.

Mandatory Arbitration & Waiver of Right to Class Action

The parties agree to mandatory arbitration to resolve any dispute arising from this Agreement or your membership or association with Movement DAO. ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL. THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY. The parties agree that: (i) any arbitration will occur in Miami, FL; and, (ii) the arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of American Arbitration Association for arbitration of consumer-related disputes, in the English language, and with limited discovery. At your request, hearings may be conducted in person or virtually or telephonically and the arbitrator may provide for submitting and determining motions on briefs, without oral hearings. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy

arbitrator has the authority to grant and deny that would otherwise be available to a court or other tribunal. THE PREVAILING PARTY IN ANY

ACTION OR PROCEEDING TO ENFORCE THESE TERMS SHALL BE ENTITLED TO COSTS AND ATTORNEYS' FEES. THE ARBITRATION DECISION MAY BE ENFORCED IN ANY COURT. WHETHER THE DISPUTE IS HEARD IN ARBITRATION OR IN COURT, YOU AND MOVEMENT DAO WILL NOT PARTICIPATE IN OR

COMMENCE A CLASS ACTION LAWSUIT, CLASS ARBITRATION, OR OTHER SIMILAR REPRESENTATIVE ACTION OR PROCEEDINGS. YOU SPECIFICALLY ACKNOWLEDGE THAT BY BECOMING A MEMBER OF MOVEMENT DAO YOU VOLUNTARILY GIVE UP THESE RIGHTS.

Force Majeure

We shall not be held liable for any delays, failure in performance, or interruptions of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to: any delay or failure due to any act of God, act of civil or military authorities, act of terrorism, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe, or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions. This would include any delay in providing funding to a movement or other delay associated with a project of Movement DAO due to an act described above.

Entire Agreement

This Agreement sets forth the entire understanding and agreement as to the subject matter hereof including membership in Movement DAO or the purchase of any tokens associated with Movement DAO and supersedes any and all prior discussions, agreements, and understandings of any kind (including without limitation any prior versions of this Agreement) and every nature between us. Except as provided for above, any modification to this Agreement must be in writing



and must be signed by both parties.

Questions or Comments We welcome comments, questions, concerns, and suggestions. Please send us a message at <https://move.xyz>.

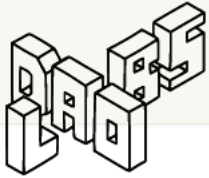


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[Privacy Policy](#)



LEGAL-TOOLS

DAOLABS

Connect Wallet



Effective Date: August 27, 2022, Last updated: December 22, 2022,
0x3fa802d55c2eaebe6333e217323e7f07a2ca92b4@ethereum.email, *daolabs.wtf* _Document: Privacy Policy.

DAOLABS and specifically this website does not collect any information. All form data is used immediately to update the working document and provide you with a printable, downloadable copy. We do not employ any cookies, database, or persistence.

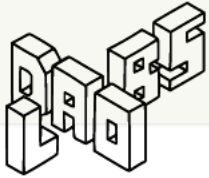
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DAOLABS

Connect Wallet



Relevant Documents



The Authorized Members and core team would like to issue a statement with regards to January's governance cycle in order to provide context into some recent events and their actions in response to them.

Proposals MIP-0014, MIP-0015, and MIP-0016 address a series of security issues and threats made against the DAO, its treasury, and the larger community which the Authorized Members have had to address this past month. Given the current crypto-market sentiment and severity of the issues, the Authorized Members practiced exceptional security precautions to ensure adequate protections were in place for Movement and to ensure there were sufficient grounds to share what has taken place more broadly.

Due to the conflict inherent with the issues, the Service Provider has chosen to resign, leaving the responsibility of enforcing the DAO's Guiding Principles, Code of Conduct, and Policies solely to the Authorized Members. The Authorized Members always operate with DAO's best interest in mind, working hard to maintain the DAO's original vision of creating a positive, healthy, and productive environment for all members and ensuring the DAO continues to operate in a transparent, community-first, and legally compliant manner.

When the DAO initially launched, a number of individuals (referred to as "Certain Individuals") contributed considerably to the DAO's treasury as well as drafted the original GitBook, which established the vision, purpose, and terms of the DAO's membership. To show their commitment to the DAO, as well as assure subsequent Ethereum or DAI contributions these Certain Individuals promised to lock up their contributions for

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Individuals promised to lock up their contributions for six (6) years, along with other material promises which

were relied upon to establish the authenticity and trustworthiness of the project.

Over the past couple of months, these Certain Individuals have acted contrary to their original promises, making several demands in bad faith to the Authorized Member, tankbottoms.eth, including ordering that the Authorized Members and the DAO renege on payouts it had promised to contributors and the prior Service Provider, immediately cease all operations, invalidate any voting escrow agreements in order to enable Certain Individuals payouts from the Movement treasury. Doing so not only goes against the original terms to which they authored and subsequently agreed to but exposes the Authorized Members and the entire community to potential legal action by being out of compliance with U.S. Securities and Employment and Labor laws and open to civil litigation. It would also severely harm the continued development and launch of the DAO's applications and services. In addition, the Certain Individuals began to make disingenuous claims against the Authorized Member.

In response to these spurious allegations, the Authorized Members believed it was in the best interest of the DAO to take immediate action to protect the DAO. These actions included terminating Certain Individuals governance rights and Movement membership, updating Movement's Snapshot Spaces to reflect the removal of the Certain Individuals' governance rights, rotating the Gnosis treasury's signing keys, submission of additional governance proposals related to this matter that sought community ratification, and fulfilling MIP-0004's prior approval of providing the Authorized Members with indemnification funds in advance of any potential litigation. Further details of these actions are included in the Authorized Member meeting minutes, which encapsulates the formal meeting the Authorized Members held to discuss this matter and decide how to address the situation.

It is worth noting that the DAO is currently in the process of testing on-chain treasury mechanics with regards to the the treasury applications which all contributors, including the Certain Individuals recently terminated, will be able to redeem against the

DAO's treasury. The Authorized Members and the core contributors are working diligently to propose to the community specific treasury configurations to address

the original agreed voting escrow as well as specific Juicebox Protocol variables (including funding cycle duration, contribution weights, discount rate, reserved rate, redemption rate, ballot redemption rate, distribution limit, and distribution limit currency) as described in the Guiding Principles 2(b), (d)(ii), and (g). Additional information regarding the Juicebox Protocol can be found at <https://info.juicebox.money/user/configuration/> which details the various parameters that can be configured and their effects on the treasury.

These actions were carefully weighed by the Authorized Members (with input from community members, the DAO's counsel, and independent directors ready to serve on an independent committee) and deemed necessary for maintaining the integrity of the community. It is important to understand that these actions were taken only after repeated attempts were made to resolve the aforementioned issues and encouraging the Certain Individuals to adhere to their original promises and claims, or to bring their demands before the broader DAO community, such that the DAO could make an informed decision on how to proceed.

The Authorized Members and core team strongly encourage the DAO community to review the documentation and proposals that have been created in regard to this matter (links below), to voice any concerns or questions they have in Discord, and to actively participate in governance. With that said, there will be a **Discord community call** on **Thursday February 9, 2023 at 6PM UTC (10AM PST, 12PM CST, 1PM EST)** where the Authorized Members will be available to address any concerns or questions that community members may have.

Relevant Documents

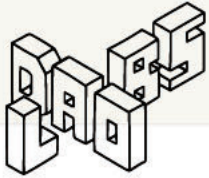
1. Movement DAO Meeting Minutes from January 31, 2023.
2. Movement DAO Governance Proposals: - MIP-0014: Proposal to Ratify Action to Cycle All Gnosis - MIP-0015: Proposal to Ratify the Termination of Certain Members - MIP-0016: Proposal to the Update to the DAO's Snapshot Strategy
3. Movement DAO Policies: - Guiding Principles - Code

of Conduct - Terms of Service - Treasury Terms of
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Export configuration

Downloadable
configuration

A lot of progress has been made with the DAOLABS platform and in particular the NFT creation tooling. Our goal is to create a seamless experience for creators, communities and crypto-native users to merge the world of NFTs and DAOs by pairing the two powerful crypto technologies into a single experience. We are working on a number of ways to do this, of course, starting with the Juicebox Protocol to create treasuries and NFT creation tools which supports state-of-the-art NFT asset creation workflows from algorithmic p5.js sketches to audio and video support to PFPs which route proceeds directly to their DAO.

① The current Juicebox themed X will be replaced with a new bra a esig , the functionality will largely remain the same. We are doing this since we see the Juicebox Protocol as giving the complexity of the A platform we strongly believe that its in the interest of the crypto community to have so many different types of A s, share treasury platforms, of G osis Xs as so o . We will match the Juicebox X experience when interacting with Juicebox specific treasuries, however the A ABS treasuries will share many of the same tools, features, a functionality, but will have a distinct tools, workflows, a features which we are excited to share in the coming months.

Export configuration

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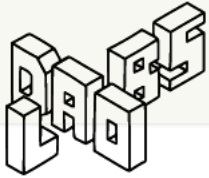
We think that the workflow for NFT creation is a bit too complex. Within any collection a number of individuals may be involved. The collection creator or curator, the artist or artists, marketing or branding, smart contract developer, and so the opportunities for issues with the collection itself, review of each piece, errors in metadata, and even the owner of the final collection each introduces a new point of failure. The solution? A consistent export and import format so that each participant or contributor can load the collection, view its components, amend and share with the other contributors. This way the individual responsible for the collection deployment can review and even provide teams and communities with options on how collections are deployed. Of course you can configure the collection royalty receiver, the collection proceeds receiver or splits contract or directly with the treasury. Or for curated branded collections or membership collections, each DAO may define how proceeds are routed, distributed or split or each of the parties may import the collection configuration and deploy it themselves, reducing the risk of sharing contract owner keys.

Downloadable configuration

MeowsDAO Genesis Collection configuration is demonstrated below with the following walk through.

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Update Blog

Update Blog

DAOLABS.wtf is building a powerful suite of tools for web3 communities: flexible enough to operate at any scale, with powerful token issuance, treasury management, fiat compatibility, governance, and legal compliance out of the box. There are a lot of moving parts, and we are constantly working to improve the application, admittedly it may be hard to keep up with all the changes. This blog is a place where we will post updates, walk through videos and general information about the platform, partner projects, and related information.

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